

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

-----)  
J.B.D.L. Corp, d/b/a ) Civil Action No.  
BECKETT APOTHECARY, ) C-1-01-704  
et al., )  
 ) Judge Sandra S. Beckwith  
Plaintiffs, ) Magistrate Judge  
 ) Timothy S. Hogan  
v. )  
 )  
WYETH-AYERST )  
LABORATORIES, INC., )  
et al., )  
Defendants. )  
-----)

CVS MERIDIAN, INC. AND)  
RITE AID CORP., ) Civil Action No.  
 ) C-1-03-781  
Plaintiffs, )  
 ) Judge Sandra S. Beckwith  
v. )  
 )  
WYETH, )  
 )  
Defendant. )  
-----)

VIDEOTAPED DEPOSITION OF  
PAUL O. SIMON, R.Ph.  
RESTRICTED, HIGHLY CONFIDENTIAL  
Thursday, October 14, 2004

Reported by: Lori G. Mackenzie, RPR  
Job No: 163440  
Video No: 163439

APPEARANCES

For Plaintiffs Direct Purchaser Class Plaintiffs:  
JAY S. COHEN, Esquire  
Spector, Roseman & Kodroff  
1818 Market Street  
Suite 2500  
Philadelphia, Pennsylvania 19103  
215-496-0300  
For Plaintiffs CVS Meridian, Inc. and Rite Aid  
Corp.:  
GORDON A. EINHORN, Esquire  
Hangley, Aronchick, Segal & Pudlin  
30 North 3rd Street  
Suite 700  
Harrisburg, Pennsylvania 17101  
717-364-1004

4/1/2005 2:27 PM

1

4/1/2005 2:27 PM

3

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

The videotaped deposition of PAUL O.  
SIMON, R.Ph., was convened on Thursday,  
October 14, 2004, commencing at 9:39 a.m., at the  
offices of Winston & Strawn, 1400 L Street, N.W.,  
Washington, D.C., before Lori Goodin Mackenzie,  
Registered Professional Reporter, Realtime  
Reporter, and Notary Public for the District of  
Columbia.

APPEARANCES (Continued)

For the End Payer Plaintiffs in the Marjorie  
Ferrell v Wyeth Case:  
RICHARD M. VOLIN, Esquire  
Finkelstein, Thompson & Loughran  
1050 30th Street, N.W.  
Washington, D.C. 20007  
202-337-8000  
For Defendant Wyeth:  
W. GORDON DOBIE, Esquire  
Winston & Strawn  
35 West Wacker Drive  
Chicago, Illinois 60601-9703  
312-558-5600  
And:

4/1/2005 2:27 PM

2

4/1/2005 2:27 PM

4

1 APPEARANCES (Continued)  
2 For Defendant Wyeth (continued):  
3 ELLIOT FEINBERG, Esquire  
4 5 Giralda Farms  
5 Madison, New Jersey 07940  
6  
7  
8 Also present: James Laughlin, Videographer  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

1 PROCEEDINGS  
2 THE VIDEOGRAPHER: This is tape  
3 number one of the videotape deposition of Paul O.  
4 Simon taken by Defendants in the matters of  
5 J.B.D.L. Corporation versus Wyeth-Ayerst, and CVS  
6 Meridian, Incorporated and Rite Aid Corporation  
7 versus Wyeth, in the United States District Court  
8 for the Southern District of Ohio, Western  
9 Division, Civil Numbers C-1-01-704 and  
10 C-1-03-781.  
11 This deposition is being held at  
12 Winston & Strawn, 1400 L Street, Northwest, on  
13 Thursday, October 14th, 2004 at approximately  
14 9:39 a.m.  
15 My name is James Laughlin from the  
16 firm of Esquire Deposition Services and I am the  
17 video legal specialist.  
18 The court reporter is Lori Mackenzie  
19 in association with Esquire Deposition Services.  
20 Will counsel please introduce  
21 yourselves.  
22 MR. DOBIE: Gordon Dobie for Wyeth.

4/1/2005 2:27 PM

5

4/1/2005 2:27 PM

7

10/14/2004 Simon, Paul O.

1 CONTENTS		
2 EXAMINATION BY		PAGE
3 Mr. Dobie		8
4 EXHIBITS		
5 NO.	DESCRIPTION	PAGE
6 1	Mr. Simon's report	15
7 2	Copy of the Mr. Simon's deposition	
8	given in the Duramed litigation	63
9 3	Press release from Barr Labs	117
10 4	Press release from Wyeth	118
11 5	Portion of the James Hill deposition	
12	taken on February 11th, 2004	130
13 6	Copy of portions of expert report	
14	of Dr. Kolassa	140
15 7	Medical Retail Network Schedule from	
16	Merck Medco	196
17 8	PCS Retail Pharmacy Program Services	
18	Benefit Plan	196
19 9	Anthem Program Conditions for	
20	Community RX National Medicare Risk	
21	Network	197
22	(Exhibits attached to transcript.)	

10/14/2004 Simon, Paul O.

1 MR. FEINBERG: Elliott Feinberg for  
2 Wyeth.  
3 MR. COHEN: Jay Cohen for Direct  
4 Purchaser Class Plaintiffs.  
5 MR. VOLIN: Richard Volin from  
6 Finkelstein, Thompson & Loughran for the  
7 End-Payer Indirect Purchaser Class Plaintiffs in  
8 the Marjorie Ferrell case.  
9 THE VIDEOGRAPHER: Will the court  
10 reporter please swear in the witness.  
11 PAUL O. SIMON,  
12 a witness called for examination, having been  
13 first duly sworn, was examined and testified as  
14 follows:  
15 EXAMINATION BY COUNSEL FOR DEFENDANT:  
16 BY MR. DOBIE:  
17 Q. Would you please state your full  
18 name, for the record.  
19 A. Paul Otto Simon.  
20 Q. And, Mr. Simon, as you know my name  
21 is Gordon Dobie. We met once before in  
22 connection with your deposition in the Duramed

4/1/2005 2:27 PM

6

4/1/2005 2:27 PM

8

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 case. The same rules apply.  
 2 If any of my questions are unclear  
 3 here today, if you will let me know I will try to  
 4 rephrase them for you so that you understand the  
 5 question completely before you respond.  
 6 Would you do that?  
 7 A. Yes, I will.  
 8 Q. And, you need to respond verbally  
 9 just as you are so that the court reporter can  
 10 get that down.  
 11 A. Yes.  
 12 Q. And, also last time we had a bit of  
 13 a habit of some time it seemed like you knew  
 14 where I was going with a question and you would  
 15 begin to respond before I finish.  
 16 If you will let me finish the  
 17 question, even if you think you know where I am  
 18 going with the question, we will have a cleaner  
 19 record.  
 20 A. Okay.  
 21 Q. Okay. Sir, since your deposition in  
 22 the Duramed case, have you had your deposition

1 company and the same kinds of issues that were  
 2 going to be described before.  
 3 And I was not given any commitment,  
 4 just asked if I was interested and available to  
 5 discuss this with him further should the  
 6 situation arise, if they needed someone like  
 7 myself. And I said yes.  
 8 Q. And, when did you begin doing work  
 9 in connection with the J.B.D.L. case?  
 10 A. Three to four months ago.  
 11 Q. In connection with the preparation  
 12 of your report?  
 13 A. Yes. And, it could have been even  
 14 less than that, I'm going to say about three  
 15 months ago.  
 16 Q. And, who did you work with in  
 17 connection with the preparation of your report?  
 18 A. Just Jay.  
 19 Q. And, how many hours did you spend  
 20 preparing your report?  
 21 A. Oh, my gosh. I am going to say  
 22 maybe 100, and I am guessing.

4/1/2005 2:27 PM

9

4/1/2005 2:27 PM

11

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 taken in any other litigation matter?  
 2 A. No, I have not.  
 3 Q. Have you been a witness in any court  
 4 proceedings or anything since your last  
 5 deposition?  
 6 A. No.  
 7 Q. How were you retained to be an  
 8 expert in connection with the J.B.D.L. case?  
 9 A. I was contacted by Jay Cohen to  
 10 basically talk about things that I have talked  
 11 about before.  
 12 Q. And, when were you contacted by  
 13 Mr. Cohen?  
 14 A. Oh, I want to say within the last  
 15 year.  
 16 Q. Okay. So, we are in October of '04,  
 17 so some time within, in '04?  
 18 A. Within nine to twelve months from  
 19 now.  
 20 Q. All right. And what were you told  
 21 about the case when you were first contacted?  
 22 A. That basically that it was the same

1 Q. Does that include the time that you  
 2 spent reviewing documents and materials from the  
 3 Duramed and the J.B.D.L. case?  
 4 A. Yes, it does.  
 5 Q. And, you are being compensated at  
 6 the rate of \$350 an hour?  
 7 A. Yes, sir.  
 8 Q. And, that's an increase over what  
 9 you got in Duramed?  
 10 A. Yes, sir.  
 11 Q. Why the increase, sir?  
 12 A. Basically because I thought it would  
 13 be a lot shorter case. I didn't think I was  
 14 going to be putting in as much time and I felt  
 15 that was appropriate.  
 16 Q. You work as a consultant, don't you,  
 17 sir?  
 18 A. Yes, I do.  
 19 Q. What is your rate as a consultant?  
 20 A. It depends on the project.  
 21 Q. Have you ever charged \$350 an hour  
 22 for any consulting project?

4/1/2005 2:27 PM

10

4/1/2005 2:27 PM

12

1 A. No, I have not. I take that back.  
2 If I am working on a project where it's going to  
3 be a very short thing.

4 For example, if I am going to be a  
5 participant in, let's say a focus group kind of  
6 activity, where I am only looking at a half a  
7 day's worth of work, or something like that, I  
8 would even charge more.

9 Q. But, for projects that are a day or  
10 more, you have not, you don't typically charge  
11 \$350 for your time?

12 A. That's correct.

13 Q. Let me, let's just, in terms of  
14 moving this along. Let me show you both the  
15 report and -- let me back up.

16 The caption on your report also says  
17 CVS and Rite Aid versus Wyeth.

18 A. Correct.

19 Q. Are you an expert for CVS and Rite  
20 Aid, or are you just an expert for J.B.D.L.?

21 A. I am working for Jay Cohen. I don't  
22 know that I've -- I have never been contacted by

4/1/2005 2:27 PM

13

10/14/2004 Simon, Paul O.

1 anyone regarding CVS or Rite Aid.

2 Q. You've never had any discussions  
3 with anyone from CVS or Rite Aid?

4 A. No, sir.

5 Q. And, you haven't had contact with  
6 any lawyers in this matter other than Mr. Cohen?

7 A. Krishna Noreen, I did talk with, and  
8 I was under the impression that he was with the  
9 same firm, or working on the same case with  
10 J.B.D.L..

11 Q. Uh-huh, okay. Have you ever had any  
12 discussions with anybody with Beckett Apothecary,  
13 J.B.D.L.?

14 A. Beckett Apothecary?

15 Q. The Plaintiff in this case?

16 A. No, sir.

17 Q. Have you had discussions with any of  
18 the class members in this case about this  
19 litigation?

20 A. No, sir.

21 MR. DOBIE: Why don't we go ahead  
22 and mark this as Simon Exhibit 1.

4/1/2005 2:27 PM

14

1 (Simon Exhibit Number 1  
2 marked for identification.)

3 BY MR. DOBIE:

4 Q. For the record, what is Simon  
5 Exhibit 1?

6 A. This looks like my report.

7 Q. And, let me also show you the report  
8 that you prepared in the Duramed case, which was  
9 Exhibit 1075.

10 And, sir, have you seen this  
11 document before, can you identify it for the  
12 record.

13 A. Yes.

14 Q. That is your report from the Duramed  
15 case?

16 A. Yes.

17 Q. And let me show you what we marked  
18 as 1076. This is your resume that was marked in  
19 the Duramed case, and I assume you recognize that  
20 as well?

21 A. Yes.

22 Q. Now, sir, let me ask you -- let's

4/1/2005 2:27 PM

15

10/14/2004 Simon, Paul O.

1 just go off the record.

2 THE VIDEOGRAPHER: Off the record.

3 The time is 9:47.

4 (Recess -- 9:47-9:47 a.m.)

5 THE VIDEOGRAPHER: Back on the  
6 record. The time is 9:47.

7 BY MR. DOBIE:

8 Q. Mr. Simon, what I want to do today  
9 is concentrate on things that either I thought  
10 needed to be clarified from your last deposition,  
11 or new opinions that you might have rendered  
12 since the time of the Duramed case.

13 And, have you had a chance to review  
14 your deposition from the Duramed case?

15 A. I did.

16 Q. And, is there anything in the  
17 Duramed deposition that you thought was wrong or  
18 inaccurate?

19 A. I did not pick out anything that I  
20 felt was inaccurate, no.

21 Q. Okay. And is there anything in your  
22 expert report from the Duramed case, that was

4/1/2005 2:27 PM

16

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 marked as Exhibit 1075, that you thought was  
2 wrong or inaccurate?  
3 A. Well, there was one thing that I  
4 missed in this one, and unfortunately I missed in  
5 this one as well, and that was a consulting  
6 project that I did late in the year 2000.  
7 Q. And, who was that consulting project  
8 for?  
9 A. That was for Bausch & Lomb.  
10 Q. All right. Let me ask you then  
11 about what we marked as Simon Exhibit 1, and talk  
12 with you, if we could, more about your  
13 background.  
14 And, in particular, I want to focus  
15 on things that you have done since your last  
16 deposition. And, let me ask you about some of  
17 the consulting projects.  
18 If you would turn to the second  
19 page, am I correct that all of the consulting  
20 projects from Odyssey Pharmaceuticals at the top  
21 all of the way through the Ruane Cunniff &  
22 Company, those are all things that you had done

1 hoc basis, any information or insight that I can  
2 with regard to -- let me give you an example.  
3 There is a company called Kinetics  
4 that has a product called Soriatane, that is  
5 S-O-R-I-A-T-A-N-E, which was purchased from  
6 Hoffmann-La Roche the rights of the brand.  
7 They were concerned that this  
8 company's primary source of revenue was this one  
9 product, and they wanted to know and to be able  
10 to monitor when a generic might be coming to the  
11 market and, as such, exposing the company to  
12 significant losses in sales.  
13 It would be those kinds of things  
14 that I would be involved with. And, like I say,  
15 they would call me on an ad hoc basis.  
16 Q. So, where is Clinical Advisors  
17 located?  
18 A. They are in the northeast. I  
19 believe they are in Connecticut.  
20 Q. And who are the principals of that  
21 company?  
22 A. I honestly could not tell you.

4/1/2005 2:27 PM

17

4/1/2005 2:27 PM

19

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 and identified in connection with your last  
2 deposition?  
3 A. I believe I did.  
4 Q. All right. And so the new projects  
5 that you have done since your last deposition  
6 that are listed here begin with Susman Godfrey,  
7 looking at the second page of your expert report.  
8 A. Correct.  
9 Q. And the Susman Godfrey project was  
10 did work that you did in connection with the  
11 Duramed case?  
12 A. Correct.  
13 Q. Anything else?  
14 A. No.  
15 Q. All right. Clinical Advisors, what  
16 did you do for Clinical Advisors as a consultant?  
17 A. Clinical Advisors contacted me to be  
18 an expert for an investment banking company, whom  
19 I don't remember the names of, principally to  
20 look at new, at products that are in the market.  
21 Companies that are exposed to  
22 generics and to more or less provide, on an ad

1 Q. Who is your contact at Clinical  
2 Advisors?  
3 A. I don't remember her name.  
4 Q. When was it that you did the project  
5 for Clinical Advisors?  
6 A. The Soriatane one was probably  
7 within the last year.  
8 Q. Was there more than that?  
9 A. There have not been more yet.  
10 Q. All right. And how many hours did  
11 you spend on the Soriatane?  
12 A. Oh, maybe three or four.  
13 Q. Three or four, okay. The  
14 Hoffmann-La Roche is another new consulting  
15 project that you list here in your resume.  
16 What did you do for  
17 Hoffmann-La Roche?  
18 A. I do have confidentiality agreements  
19 on that one.  
20 Basically, what I was retained to do  
21 was to look at the long-term care marketplace,  
22 develop a business plan or perspective of what is

4/1/2005 2:27 PM

18

4/1/2005 2:27 PM

20

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 going on in their product category.  
 2 And, this encompasses not just  
 3 competition, but what are the government things,  
 4 what kinds of things are going on in nursing  
 5 homes and long-term care environments that are  
 6 changing, what does the future look like.  
 7 And, to develop a business case and  
 8 strategy, along with a list of potential targets  
 9 that they should be investigating, present this  
 10 to senior management along with the  
 11 recommendations and participate with them in  
 12 meetings where they actually developed a strategy  
 13 and a plan.  
 14 Q. When was this project undertaken for  
 15 Hoffmann-La Roche?  
 16 A. This was in 2004.  
 17 Q. And, who is your contact at  
 18 Hoffmann-La Roche on this project?  
 19 A. Todd Jones.  
 20 Q. And, what is his position?  
 21 A. He is in marketing research,  
 22 principal.

1 A. I could not tell you.  
 2 Q. Okay. But, as this project, the  
 3 Hoffmann-La Roche project that you are talking  
 4 about, will not give you any additional insights  
 5 into how to go about contracting for  
 6 pharmaceuticals with managed care companies,  
 7 correct?  
 8 A. I would say that is pretty accurate.  
 9 Q. All right. Johnson & Johnson, what  
 10 did you do there?  
 11 A. Johnson & Johnson, I worked for the  
 12 Noramco Division, who was looking to, they were  
 13 going through a reorganization.  
 14 Are you familiar with Noramco?  
 15 Q. No, I am not, sir.  
 16 A. Noramco is an API manufacturer,  
 17 that's active pharmaceutical ingredient, and they  
 18 had a new CEO coming into the company.  
 19 They wanted to understand and be  
 20 able to present to their executive committee the  
 21 organization that they felt was appropriate for  
 22 the company, how it should be set up.

4/1/2005 2:27 PM

21

4/1/2005 2:27 PM

23

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. And you said this is long-term care  
 2 facilities, so these would be nursing homes and  
 3 things like that?  
 4 A. Principally nursing homes, yes.  
 5 Q. So, did any of this involve, I  
 6 assume it didn't involve anything relating to  
 7 Medicare and things like this.  
 8 Did this involve managed care  
 9 contracting at all?  
 10 A. To some extent it would include  
 11 contracting, and it would certainly include the  
 12 prices that their competition was in the market.  
 13 It did not include me putting any  
 14 recommendations on the table for what kind of  
 15 prices they should be charging him.  
 16 Q. Okay. And, the products that are,  
 17 are these pharmaceuticals that Hoffmann-La Roche  
 18 was contemplating selling?  
 19 A. These are not pharmaceuticals. This  
 20 is the diagnostic, diabetes testing supplies.  
 21 Q. Okay. And, how many hours have you  
 22 spent on that?

1 And they looked at, they wanted me  
 2 to look at what are the things that are important  
 3 to their customers, as well as what are the  
 4 things that, how are their competitors organized,  
 5 and come back to them with recommendations.  
 6 Q. So, Johnson & Johnson, in addition  
 7 to being a pharmaceutical company that sells  
 8 products on the marketplace, oral contraceptives and  
 9 things like that, also sells the active  
 10 ingredients?  
 11 A. Yes, sir.  
 12 Q. And, that is what Noramco does?  
 13 A. Yes, sir.  
 14 Q. And so other companies buy the  
 15 ingredients and use that to make a  
 16 pharmaceutical?  
 17 A. Exactly.  
 18 Q. I understand.  
 19 THE VIDEOGRAPHER: Off the record.  
 20 The time is 9:57.  
 21 (Recess -- 9:57-9:59 a.m.)  
 22 THE VIDEOGRAPHER: Back on the

4/1/2005 2:27 PM

22

4/1/2005 2:27 PM

24

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 record. The time is 9:59.  
 2 BY MR. DOBIE:  
 3 Q. Let's talk about the last one that  
 4 is listed on Page 2 of your resume in terms of  
 5 consulting projects.  
 6 MCAccess, this is managed care  
 7 contract sales.  
 8 A. Correct.  
 9 Q. What was that, sir?  
 10 A. M-C-Access.  
 11 Q. M-C-Access.  
 12 A. MCAccess is a kind of a similar  
 13 thing to the Cardinal sales force, except they  
 14 specialize in managed care. That is what the MC  
 15 stands for, managed care access.  
 16 They basically get involved in  
 17 putting together salespeople and sales forces  
 18 specifically to work with managed care for  
 19 pharmaceutical companies.  
 20 For example, there might be a  
 21 company that is relatively new coming out with  
 22 products that need to get into managed care, and

1 kind of an interesting business model that was  
 2 being developed.  
 3 They would actually be contract  
 4 employees, at that time, of Humana, but the pay  
 5 would be coming principally from the manufacturer  
 6 of the product that they were out there  
 7 promoting.  
 8 Q. Okay. So, you have explained what  
 9 MCAccess --  
 10 A. Does.  
 11 Q. -- does or did. Are they still in  
 12 business?  
 13 A. Oh, yes. My --  
 14 Q. I am sorry.  
 15 A. Go ahead.  
 16 Q. Who are the principals of MCAccess?  
 17 A. Frank Shea was the individual that I  
 18 was working with.  
 19 Q. And when was it that you did work  
 20 for MCAccess?  
 21 A. I have done small things off-and-on  
 22 for them for the last, I would say three or four

4/1/2005 2:27 PM

25

4/1/2005 2:27 PM

27

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 what they want to work with managed care.  
 2 These people would go and work with  
 3 that company to get the products into  
 4 formularies, et cetera.  
 5 Now, that is the PBM contracts, HMO  
 6 contracts, as well as other areas of managed care  
 7 like long-term care.  
 8 Another project that they might  
 9 have, and where I was more involved, was they  
 10 have a group that would physically go out and  
 11 create some of the programs that managed care  
 12 would do, for example, PCS does something called  
 13 counter detailing.  
 14 These people would actually go out  
 15 and set up a meeting, let me pick a different  
 16 example.  
 17 Humana in Florida would have a  
 18 formulary. These people would go and set up  
 19 meetings, dinner meetings and things like that,  
 20 for Humana to speak with Humana doctors about the  
 21 benefits of using this product over that product.  
 22 They would be contracted and it was

1 years.  
 2 I was first introduced to them when  
 3 I believe you and I talked about Sidmak and  
 4 Odyssey at the last deposition.  
 5 They were one of the companies that  
 6 I actually interviewed for Sidmak when they were  
 7 looking for a sales force for Odyssey, their  
 8 branded company.  
 9 So, I met them there. They did not  
 10 get the job. But, they have maintained contact  
 11 with me, and I have done, you know, I have been  
 12 speaking with them off-and-on for the last four  
 13 years.  
 14 The most recent project I am going  
 15 to say was in 2003, early 2003, where I actually  
 16 developed a business plan for this business and  
 17 how to grow the business.  
 18 Q. So, you were hired by MCAccess to  
 19 develop a business plan that explained to them  
 20 how to grow MCAccess' business?  
 21 A. How to actually build and structure  
 22 the business, and how to look at it financially,

4/1/2005 2:27 PM

26

4/1/2005 2:27 PM

28

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 what were the ups and downs.  
 2 Q. So, you became familiar with at  
 3 least their business through this project?  
 4 A. Yes.  
 5 Q. And how many hours did you spend on  
 6 putting together the business plan for MCAccess?  
 7 A. I honestly, I honestly couldn't tell  
 8 you. It was a lot of hours, and it was more of a  
 9 contingency thing where I frankly was  
 10 anticipating going into business with it.  
 11 Q. Did you go into business with them  
 12 eventually?  
 13 A. No, I did not.  
 14 Q. Was the business plan implemented  
 15 that you put in?  
 16 A. No, it was not. And the reason it  
 17 was not was there was a divorce that occurred  
 18 that more or less put things in jeopardy.  
 19 Q. How many employees did MCAccess  
 20 have?  
 21 A. I do not know.  
 22 Q. When you were putting together the

1 plan for MCAccess the only project that you did  
 2 for the company?  
 3 A. That would be the only major  
 4 project -- yes. Let me say yes.  
 5 Q. And, so you didn't have occasion to  
 6 call on pharmaceutical companies in connection  
 7 with MCAccess, then?  
 8 A. No, I did not.  
 9 Q. And, you didn't have occasion to  
 10 call on managed care organizations in connection  
 11 with your work with MCAccess?  
 12 A. That depends on what you mean. I  
 13 did participate in going to some of these  
 14 meetings.  
 15 I did interact with some of the  
 16 principals on both sides, the MCAccess side, the  
 17 client that was actually funding, as well as the  
 18 individuals from the managed care side that were  
 19 there to basically lend credibility.  
 20 And, I am a person from Humana,  
 21 let's say, to make the introductions and to get  
 22 the program started.

4/1/2005 2:27 PM

29

4/1/2005 2:27 PM

31

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 business plan, how many did you, do you know how  
 2 many there were at the time you were putting  
 3 together the business plan?  
 4 A. No.  
 5 Q. What did you view as sort of the --  
 6 did you come up with what you thought would be  
 7 the ideal sales force, or was that the nature of  
 8 your project?  
 9 A. That was certainly part of the  
 10 project, you know, what it would take in order to  
 11 do this.  
 12 But, because projects, like a  
 13 rent-a-rep sales force, if you get a job, if you  
 14 get a project, you hire people to do the job.  
 15 Q. Uh-huh.  
 16 A. If you have people that are already  
 17 calling on a managed care company at the time,  
 18 you may not need to.  
 19 But, it depends on who the targets  
 20 are going to be and how many people you are going  
 21 to need.  
 22 Q. Is the development of the business

1 Q. So, you had meetings in connection  
 2 with MCAccess with folks that were with managed  
 3 care organizations?  
 4 A. Yes.  
 5 Q. And how many such meetings?  
 6 A. One or two.  
 7 Q. And how long did these meetings  
 8 last?  
 9 A. Anywhere from an hour to two hours.  
 10 Q. And, in connection with those  
 11 meetings, you would be discussing with them the  
 12 business plan that MCAccess had of doing  
 13 counter-detailing or things like that?  
 14 A. Absolutely not. When I was there, I  
 15 was there more as an observer to view the  
 16 process.  
 17 Q. Well, help me out here. What do you  
 18 mean by view the process?  
 19 A. To go to the physical meeting where  
 20 they were actually talking with the doctors.  
 21 Q. Oh, I see. So, you were actually at  
 22 meetings, these one or two meetings that take an

4/1/2005 2:27 PM

30

4/1/2005 2:27 PM

32



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 hour or two, these are meetings that you attended  
2 that involve people from MCAccess whether it was  
3 Frank Shea or somebody else?

4 A. It was typically not Frank Shea, it  
5 would be somebody else, but, yes.

6 Q. And they would be talking to  
7 doctors?

8 A. Yes sir.

9 Q. So these would be, for example, a  
10 Humana doctor?

11 A. Yes, sir. Or a doctor that sees  
12 Humana patients, excuse me.

13 Q. And, what was -- what would be the  
14 subject matter, or what was the subject matter in  
15 these one or two meetings that you attended?

16 A. Well, I can't say what the product  
17 was, but it would be something that this is why  
18 you should use this product instead of this  
19 product.

20 Q. Okay. So, the meetings that you  
21 attended were meetings in which you witnessed  
22 MCAccess employees counter-detailing doctors on

1 is common to have people go in and call on  
2 doctors and counter-detail them, tell a doctor  
3 who writes, for example, a Nexium prescription  
4 why he instead should write a Prilosec, just to  
5 use that as an example.

6 A. I'm saying that is very common.

7 Q. Have you seen evidence, in this  
8 case, that any managed care organizations were  
9 counter-detailing Cenestin?

10 A. The only project that I took part in  
11 where I, I mean, physically saw this, did not  
12 include that category of products, no.

13 Q. Okay. How about in connection with  
14 the work that you have done in this case, you  
15 have told us that counter-detailing was common.

16 Do you know whether  
17 counter-detailing took place as it relates with  
18 Wyeth and its Premarin product versus Cenestin,  
19 either one way or another?

20 A. That depends what you mean do I know  
21 of. Do I know of it, yes. Even in Wyeth  
22 documents, there are statements that, like 47

4/1/2005 2:27 PM

33

4/1/2005 2:27 PM

35

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 the advantages of one product, and not to use  
2 another product?

3 A. Exactly.

4 Q. All right. And, for the record,  
5 what is counter-detailing?

6 A. Counter-detailing is what a managed  
7 care company will do. They physically go in and  
8 detail a physician to try and counteract what a  
9 sales rep from a pharmaceutical company is coming  
10 in and telling a doctor.

11 For example, a physician may be  
12 writing prescriptions for Nexium and PCS would  
13 hire a, or anyone, would hire a group of  
14 pharmacists or other credible sales type people  
15 to go in and tell the doctor why he should be  
16 writing Prilosec, which could be dispensed  
17 generically.

18 Q. I see.

19 A. And, this occurs, by the way, in all  
20 of the major, at least as far as I know, all of  
21 the major managed care companies.

22 Q. So, it is -- in your experience it

1 percent of Medco's customer base gets these kind  
2 of efforts.

3 Now, they are not physically  
4 necessarily a sales rep going in and physically  
5 doing it like is possible. But, those kind of  
6 counter-detailing activities do occur.

7 Q. Okay. So, that what you have seen,  
8 and the only thing that you have seen is actually  
9 references to letters being sent to physicians.

10 Have you seen anything, in the  
11 record in this case, in connection with your work  
12 as an expert, that there was counter-detailing as  
13 you have described with --

14 A. With Premarin or Cenestin?

15 Q. Yes, sir.

16 A. No.

17 Q. Bausch & Lomb, what was it that you  
18 did for them?

19 A. Bausch & Lomb was being requested to  
20 change the structure of the way that they sell  
21 products to the wholesale marketplace.

22 And, this was initiated by a company

4/1/2005 2:27 PM

34

4/1/2005 2:27 PM

36

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 called Binley Western, who, rather than doing --  
2 are you familiar with chargebacks?

3 Q. A little bit. Why don't you explain  
4 it though, so everyone else understands it as  
5 well.

6 A. Chargebacks are kind of a necessary  
7 evil in the business world where contracts are  
8 set up with certain individuals that purchase  
9 products through wholesalers, and where a price  
10 discount is made available to a specific  
11 customer.

12 Let's say the VA, the VA can buy  
13 products for let's say 50 percent or whatever,  
14 typically it is a number. It is the product that  
15 has a wholesale acquisition cost let's say of  
16 \$10, but the VA may have a price of \$5.

17 So, the wholesaler that is selling  
18 products to the VA would physically sell the  
19 product to the VA at the \$5 price, and then  
20 because the wholesaler paid \$10 for the product,  
21 they would charge back the manufacturer the  
22 difference between the net price and what was

1 to go through all of this machination and the  
2 potential loss of revenues that would be incurred  
3 if they did this.

4 Q. Who retained you at Bausch & Lomb?

5 A. I believe her name was Lori Green.

6 Q. And is that, is this the outfit out  
7 of Tampa?

8 A. Yes.

9 Q. And, was, what was her position, do  
10 you recall?

11 A. She was in marketing. I cannot tell  
12 you what her position was.

13 Q. And when did you do this project?

14 A. I am going to say late 2000 or early  
15 2001.

16 Q. And the Bausch & Lomb product, I  
17 assume, was contact lenses?

18 A. It was pharmaceutical products.

19 Q. Oh, it was what, the products that  
20 they use to clean lenses?

21 A. Lens solutions or even eye drops.  
22 They do have their own brand of ophthalmic

4/1/2005 2:27 PM

37

4/1/2005 2:27 PM

39

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 actually charged to the wholesaler.

2 And, the situation had come up where  
3 Binley Western, rather than doing chargebacks  
4 wanted to go to a net price structure just sell  
5 me everything at net, which, as you can imagine,  
6 is pretty difficult because of, you don't know,  
7 everybody doesn't have the same contract price.

8 So, in this case, they wanted to get  
9 a better understanding of where the market was  
10 going, what was happening, what they should do in  
11 this particular case.

12 And it required me to go out and  
13 talk to other wholesalers, other companies that  
14 were being given the same request, get a feel for  
15 how each of these different customers and  
16 customer bases were dealing with this issue and  
17 where the issue is going.

18 And, to prepare a report and a  
19 recommendation to them for how they should deal  
20 with this request.

21 They didn't want to lose Binley  
22 Western as a customer, but they also didn't want

1 products that are not just for lenses.

2 Q. Are those over-the-counter products?

3 A. Not all of them.

4 Q. Not all of them. Did any of the  
5 issues that you did for Bausch & Lomb involve, at  
6 all, managed care?

7 A. Only to the extent that managed care  
8 would have contracts with contract pricing. But,  
9 that was not the major focus of the project.

10 Q. What do you mean, what you are  
11 saying is that some people have, as part of their  
12 health benefit, they have reimbursement for eye  
13 care?

14 A. No. Okay. We are talking managed  
15 care in different contexts here.

16 Q. Right.

17 A. I am only speaking about managed  
18 care having contracts at lower prices. It was  
19 not anything to do with setting optical contract  
20 prices with managed care, no.

21 Q. So, in other words, if Binley  
22 Western was in turn selling to a Kaiser, or

4/1/2005 2:27 PM

38

4/1/2005 2:27 PM

40

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 something like that, they might have a different  
2 price?

3 How does that kind of fit in with  
4 the net prices versus chargebacks, is that what  
5 you mean?

6 A. That is true. Obviously Kaiser  
7 would not be appropriate because Kaiser would be  
8 buying direct. They would be sending it directly  
9 to Kaiser facilities, but, yes. This would be  
10 more the indirect purchasers.

11 Q. All right. Have we covered all of  
12 the additional consulting or employment that you  
13 have had relating to the pharmaceutical industry  
14 since your last deposition?

15 A. I would say yes.

16 Q. And, since your last deposition, you  
17 have also had occasion to look at additional  
18 documents that are referenced as Exhibit B to  
19 your report, that is the last page. Hopefully it  
20 is there.

21 A. Correct.

22 Q. Are these all of the documents that

1 again?

2 A. The Duramed documents?

3 Q. Yes, sir.

4 A. No. The only thing I was sent were  
5 the items in B. All of the materials that were  
6 sent to me by Susman Godfrey previously --

7 Q. Yes, sir.

8 A. -- were destroyed.

9 Q. And you didn't get another -- there  
10 is, looking at this Exhibit B that we are looking  
11 at, it says from the Duramed case you had your  
12 report and deposition, you had the Hill  
13 deposition and then you say --

14 A. Actually I got the Hill deposition.

15 Q. In this case?

16 A. In this case.

17 Q. And, then you reference the  
18 October 7th, 2000 letter from Korbel Balance  
19 Center listing the documents you reviewed.

20 So, those are documents you  
21 reviewed, but you reviewed them in the Duramed  
22 case you didn't re-review them in the J.B.D.L.

4/1/2005 2:27 PM

41

4/1/2005 2:27 PM

43

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 you reviewed in connection with this case?

2 A. Yes.

3 Q. How was this document prepared?

4 A. What do you mean?

5 Q. I mean, is this, did you type this  
6 up, or was this a list that counsel prepared?

7 A. No, I requested specific documents.  
8 I was given the Kolassa report. My request was  
9 obviously to take things from my old document  
10 that were again covered by Kolassa.

11 And then to request additional  
12 information, additional things that I might need  
13 with reference to issues that Kolassa had brought  
14 up, as well as there were some things in my  
15 original document that I wanted to look at again.

16 Not to the depth that I looked at it  
17 in the original document, but basically things  
18 that I had requested.

19 Q. Did you keep the documents from the  
20 Duramed case?

21 A. No, I did not.

22 Q. So, were you sent these documents

1 case?

2 A. That's exactly correct.

3 Q. And, then the additional things that  
4 you looked at were the things from J.B.D.L. and  
5 all of the way through here, correct?

6 A. Correct.

7 Q. And, I see you read the McDonough  
8 and the Schafermeyer reports.

9 Is there some reason why you did not  
10 read their depositions?

11 A. I didn't feel I needed to read their  
12 depositions.

13 Q. Okay. Is there any reason why you  
14 did not read any depositions from folks from  
15 Duramed?

16 A. I didn't ask for them.

17 Q. Why did you not think it was, it  
18 would be helpful for your opinions to read the  
19 depositions of the Duramed witnesses?

20 MR. COHEN: I just wanted to just  
21 interpose just for clarification that, and I  
22 honestly don't remember, but it may have been in

4/1/2005 2:27 PM

42

4/1/2005 2:27 PM

44

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 the Duramed case that he read Duramed  
2 depositions, I don't know.

3 MR. DOBIE: Well, we have the  
4 October 7th letter here, Jay, if you want to see  
5 it, they're not on there either.

6 MR. COHEN: Okay. I was just trying  
7 to clarify.

8 THE WITNESS: I didn't feel it was  
9 necessary to look at the depositions in order to  
10 respond to what the issues are that I am  
11 responding to here.

12 The major focus of this rebuttal was  
13 to Kolassa, not necessarily to the depositions of  
14 other individuals.

15 BY MR. DOBIE:

16 Q. So, I mean, just to take an example,  
17 I mean you are talking about managed care  
18 contracting in part.

19 Why would you not want to, and maybe  
20 you can explain this for me, why didn't you want  
21 to read the deposition of Marty Carter, who was  
22 in charge of managed care contracting at Duramed?

1 reading the depositions of any of the Wyeth  
2 people that were in charge of, for example,  
3 pricing or managed care contracting, or managed  
4 care sales force, those type of issues, you  
5 didn't think it was necessary to review in  
6 connection with reaching your opinions?

7 A. Well, there was one request that I  
8 made that we couldn't find and that was the Don  
9 Weatherhold, some of his information which Jay  
10 was not able to find.

11 Q. And Don Weatherhold was the person  
12 at Cardinal that was responsible for preparing  
13 that overview study and some of those other  
14 documents?

15 A. Exactly.

16 Q. And why were you interested in his  
17 deposition?

18 A. Because in --

19 MR. COHEN: Object to the form. He  
20 didn't say the deposition. He said some  
21 materials. He didn't refer to a deposition.

22 BY MR. DOBIE:

4/1/2005 2:27 PM

45

4/1/2005 2:27 PM

47

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 A. My principal purpose here is as a  
2 marketing individual.

3 So, from the extent that I am  
4 looking at managed care, it is strictly from a  
5 marketing person's perspective. It is not, it is  
6 not from a managed care perspective.

7 Q. Okay. Well, from a marketing  
8 perspective, Jeff Curran was the brand manager  
9 for Cenestin.

10 Why did you not want to read his  
11 deposition?

12 A. I didn't think I needed it.

13 Q. And, on the Wyeth side, the only  
14 deposition that I see here that related to Wyeth  
15 was BG Schwartz's deposition.

16 How did you decide to read that  
17 deposition?

18 A. There were references either in  
19 McDonough or Kolassa, and I am not sure which, I  
20 think McDonough, that mentioned the Schwartz, so  
21 I had requested that one.

22 Q. But, you weren't interested in

1 Q. I am sorry. It wasn't a deposition?

2 A. No, it wasn't a deposition.

3 Q. What was it that you wanted to see?

4 A. Don Weatherhold had made some  
5 comments which were included in my original  
6 document that spoke to the skills of the  
7 salespeople that were hired by Cardinal to sell.

8 And I had quoted those in the  
9 original, and I quote them here again, on my  
10 recollection, and based on what I had in my  
11 original deposition.

12 So -- or report. So, I wanted to  
13 review that material just to make sure that I  
14 could find it.

15 Q. Okay. So, what you are talking  
16 about is there is a reference, this is where you  
17 and Dr. Kolassa are disputing whether or not the  
18 people were appropriately trained or what  
19 experience level they had?

20 A. Dr. Kolassa had made a reference to  
21 the fact that they weren't skilled and I wanted  
22 to make sure that the way that I had covered the

4/1/2005 2:27 PM

46

4/1/2005 2:27 PM

48

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 first time was indeed accurate.

2 Q. Okay. And, so this is page 16 of

3 your report. And, it is the paragraph: "While

4 the Cardinal sales group had less than 60 percent

5 of the sales reps," and so on.

6 A. Correct.

7 Q. And you were looking for documents

8 from Don Weatherhold in connection with this

9 discussion?

10 A. Correct.

11 Q. And you were not able to find them?

12 A. Correct.

13 Q. So, you had just basically used the

14 material that you, or just used the same language

15 that you had in the Duramed report?

16 A. Exactly.

17 Q. And, while we are on this, where you

18 say that, you point to the Cardinal

19 representatives were less than one year of

20 pharmaceutical experience made up of only 17

21 percent of sales reps and all managers were

22 veterans.

4/1/2005 2:27 PM

49

10/14/2004 Simon, Paul O.

1 That was based on your recollection

2 of the Weatherhold document?

3 A. That was based on what I said in my

4 original report.

5 Q. Yes, sir.

6 A. Which was based on what was in the

7 Weatherhold document.

8 Q. We will come back to that. Now,

9 just to sum up from your last deposition, it is

10 true that when you were at Hoffmann-La Roche in

11 the 1977 through '87 time period, you did not

12 call on managed care at all, correct?

13 A. Correct.

14 Q. And, when you were at Bristol-Myers

15 Squibb --

16 A. Wait, let me back up a step. When

17 you say did not call on managed care, what do you

18 mean?

19 Q. You did not have occasion to visit

20 with HMOs or PPMs in connection with selling

21 products other than -- well, let's just stop

22 there.

4/1/2005 2:27 PM

50

1 A. I would say that that is not

2 necessarily, that is not 100 percent accurate.

3 Q. What is not accurate about it?

4 A. I did have occasion to call on small

5 organizations or small groups, if you will, that

6 were responsible for an identified group of

7 customers, or patients, let's say from a

8 particular employer.

9 Q. Okay. I mean, you call on

10 hospitals --

11 A. Large managed care organizations, if

12 that is your question, no, I did not.

13 Q. All right. And during this time

14 period, 1977 through '87, I mean, there really

15 wasn't a pharmacy benefit for most individuals,

16 correct?

17 A. I wish that that were true. That is

18 not true. When I was a pharmacist in Akron, Ohio

19 where the rubber companies were at the time,

20 Goodyear and Firestone, the drugstore that I

21 worked in did about 80 percent of their business

22 through these third-party cards, their PCSs and

4/1/2005 2:27 PM

51

10/14/2004 Simon, Paul O.

1 paid prescriptions at the time.

2 So there was significant --

3 Q. So, this would be union contracts,

4 and so on that they had with the United Rubber

5 Workers and things like that?

6 A. Theoretically, that could be. And

7 exactly what their arrangements were with these

8 third-party processors like the PCS, correct.

9 Q. But, in going back to

10 Hoffmann-La Roche, I asked you, in your last

11 deposition, during the time period you were at

12 Hoffmann-La Roche, did you have any

13 responsibility for calling on managed care?

14 MR. COHEN: Could you give a cite?

15 MR. DOBIE: This is page 23, line 9.

16 BY MR. DOBIE:

17 Q. You answered: "At Roche, we really

18 didn't have a lot of HMO or managed care

19 customers at the time I was selling, so I did not

20 call on managed care -- I am trying to think we

21 had one managed care customer and that was it.

22 However, I did call on hospitals."

4/1/2005 2:27 PM

52

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Is that accurate?

2 A. That is still accurate, I did not

3 call on any offices of managed care or anything

4 like that.

5 Q. Okay. All right. And

6 Hoffmann-La Roche had one managed care customer?

7 A. No, Hoffmann-La Roche had more than

8 one managed care customer.

9 When I was calling on physicians,

10 though, in Florida, we only had one major managed

11 care customer at the time.

12 Q. Okay. So, in terms of your

13 experience --

14 A. In Florida, in my geography.

15 Q. So, in terms of your experience,

16 though, sir, I mean, you did not have any

17 experience calling on managed care at Roche?

18 A. Correct.

19 Q. Okay. And, we go to Bristol-Myers,

20 you didn't call on managed care or call on

21 doctors, correct?

22 A. Physically call on them, no.

4/1/2005 2:27 PM

53

10/14/2004 Simon, Paul O.

1 Q. All right. And you didn't manage

2 any departments that were responsible for managed

3 care, correct?

4 A. For calling on managed care, no.

5 Q. And, when you were with Teva, which

6 is, I guess formerly, this is Lemmon?

7 A. Correct.

8 Q. And when you were with Teva, was it

9 called Lemmon?

10 A. It was called Lemmon when I started

11 there. It was called Teva when I left.

12 Q. I understand. And then your

13 contracts that were -- strike that.

14 When you were at Teva, the only

15 contract that Teva had with the managed care

16 organization was with Blue Cross/Blue Shield of

17 Minneapolis, and that related to some Teva

18 products and was terminated, correct?

19 A. I would say that that is correct.

20 Q. And you had no contracts with any

21 PBMs, correct, other than to sell them products

22 directly?

4/1/2005 2:27 PM

54

1 A. And, herein lies part of the

2 conflict even to your last question, because

3 managed care companies, for example, Medco,

4 because something along the line of 50 percent of

5 their business is mail order, you call on them

6 and the question then becomes, well, did I call

7 on them for contracts or did I call on them just

8 to sell product.

9 Well, you really end up doing both.

10 Q. Well, let's start with Teva first.

11 A. This is at Teva I am talking about.

12 Q. But, at Teva, sir, the only

13 contracts that you would have entered into with

14 any PBMs would be contracts to sell them product,

15 correct?

16 A. Yes and no.

17 Q. All right. Well, other than

18 Blue Cross/Blue Shield of Minneapolis, did Teva

19 have any other contracts with managed care

20 companies other than to sell them product?

21 A. No.

22 Q. And, at Taro Pharmaceuticals, it is

4/1/2005 2:27 PM

55

10/14/2004 Simon, Paul O.

1 also the case that Taro had no contracts to sell

2 pharmaceutical products to PBMs or -- strike

3 that.

4 The only contracts that Taro had

5 with either PBMs or HMOs was to sell them

6 products, correct?

7 A. I'd have to drop back a couple of

8 steps. We had contracts when I was at Teva with

9 other HMOs like Kaiser. Again, it was to your

10 point earlier, to sell product.

11 Q. Right.

12 A. But, those, I don't know if that is

13 what you are referring to as a managed care

14 company.

15 Q. Right. But, these are, the

16 contracts that you entered into with, let's say

17 between Teva and Kaiser, those were to sell

18 product?

19 A. Exactly. But, a lot of managed care

20 you do sell product that way.

21 Q. And, isn't it also true that at both

22 Teva and Taro, when you would sell product to

4/1/2005 2:27 PM

56

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Kaiser, the contracts would be bundled products,  
2 they would take a basket of Taro or Teva  
3 products?

4 A. No. Sometimes they would and  
5 sometimes, they wouldn't. Some customers you  
6 would bundle products for and some you would not.

7 Q. All right. But, at Teva, it was  
8 certainly common, was it not, sir?

9 A. No.

10 Q. No?

11 A. No, not with managed care.

12 Q. With Kaiser?

13 A. With Kaiser, no.

14 Q. Who was it common to have bundled  
15 contracts with at Teva?

16 A. I could have a bundled contract with  
17 a wholesaler.

18 Q. All right. And, how about at Taro,  
19 would you have bundled contracts with  
20 wholesalers?

21 A. We typically did not have bundled  
22 contracts at Taro.

1 A. What do you mean.

2 Q. Did you offer better prices to the  
3 wholesalers if you entered into a bundled  
4 contract?

5 A. It doesn't work that way. In the  
6 generic business, where there may be 13 other  
7 companies that offer the same product, it is  
8 almost exclusively a price driven decision on the  
9 part of the wholesaler, or whoever it is you are  
10 selling to, for product, because the FDA says all  
11 generics are rated as equal if they are AB, there  
12 is no difference between them.

13 Then, there is no difference in, or  
14 no reason other than getting the best price that  
15 would drive them to going to pick one brand or  
16 another.

17 So, if you had a product, let's say  
18 Prilosec, and you were selling Prilosec to  
19 Cardinal. If Cardinal all of a sudden now there  
20 is three more generics that are brought to the  
21 market that go to Cardinal and say, well, we'll  
22 sell you ours for \$10 instead of \$20.

4/1/2005 2:27 PM

57

4/1/2005 2:27 PM

59

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. At Teva, why, what was the purpose  
2 of offering a bundled contract to wholesalers?

3 A. To get more products, and to make it  
4 more difficult for them to say, well, we don't  
5 want to have XYZ product anymore, we want someone  
6 else's product.

7 Q. So, by having a bundled contract at  
8 Teva, you were able to make more sales?

9 A. I don't know that I would put it  
10 that way.

11 I would say that by having a bundled  
12 contract, we represented a bigger customer to the  
13 wholesaler. We became more important to the  
14 wholesaler.

15 Q. Well, you were a supplier to the  
16 wholesaler, right?

17 A. That's correct.

18 Q. So you were a bigger supplier to the  
19 wholesaler?

20 A. Correct.

21 Q. And, did you offer them a better  
22 deal if you gave them a bundled? Contract?

1 You then have to go back to Cardinal  
2 and say okay I will sell it to you for \$10, if  
3 you keep mine.

4 So, the bundle, while it's important  
5 because it makes sure that you at least get the  
6 question asked of you, it is something that you  
7 use for building relationships, et cetera.

8 It is not going to stop them from  
9 taking a \$10 price on a competitor's product  
10 rather than paying you 20 for your brand of  
11 generic Prilosec.

12 Q. You mentioned Prilosec in connection  
13 with Teva, were you working on the generic  
14 Prilosec while you were at Teva?

15 A. No, I was not.

16 Q. That was a project, though, that  
17 afterwards you were hired by -- Teva did do a  
18 generic Prilosec, didn't they?

19 A. Not that I know of. I think they  
20 may have one now, but the original was Anda (ph.)  
21 And I believe Schwarz ended up winning the patent  
22 fight.

4/1/2005 2:27 PM

58

4/1/2005 2:27 PM

60

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Didn't you work for Astra-Zeneca in  
2 connection with the launch of a generic of a  
3 Prilosec?

4 A. I did. I worked with Astra in a  
5 project for how to deal with the generics when  
6 again generics come out.

7 Q. And, did that project involve how to  
8 thwart the launch of the product that was being  
9 launched in the generic?

10 A. I am going to tell you that I have  
11 confidentiality agreements, I am not allowed to  
12 say too much.

13 But, I will say, certainly, that the  
14 objectives were to make them aware of what the  
15 consequences were of specific actions and what  
16 they could anticipate from a generic manufacturer  
17 and how certain manufacturers might differ with  
18 regard to how they would market the product.

19 Q. So, the product differentiation. I  
20 was curious about that on your resume that you  
21 have attached to this report here, when you talk  
22 about help me out here, it is the Greek,

1 things that would be more relevant to today.

2 Q. Okay. And, one of the things that  
3 you thought was less attractive was that you had  
4 successfully defended Sigma-Tau against the three  
5 new generic entrants who had come into the  
6 market?

7 A. Correct.

8 Q. All right. Let me ask you about  
9 some of the substance of your report which, let's  
10 turn to page 3, which is Cenestin is a  
11 pharmaceutical product with value in the  
12 market -- well, actually before we get to that.

13 MR. DOBIE: Why don't we go ahead  
14 and mark this as Simon 2.

15 (Simon Exhibit Number 2  
16 marked for identification.)

17 BY MR. DOBIE:

18 Q. Sir, for the record, Simon Exhibit 2  
19 is a copy of the deposition that you gave in  
20 connection with the Duramed litigation, correct?

21 A. Yes. It certainly looks like it.

22 Q. It is from October 11, 2002.

4/1/2005 2:27 PM

61

4/1/2005 2:27 PM

63

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Sigma-Tau.

2 A. Sigma-Tau.

3 Q. Sigma-Tau Pharmaceuticals, in the  
4 resume that we marked as Exhibit 1076 in your  
5 last deposition, you talked about, this is the  
6 last bullet point under Sigma-Tau --

7 A. Uh-huh.

8 Q. -- you talk about how you  
9 successfully defended our major brand against  
10 three generic entrances in the primary market,  
11 ESRD, and then that has been removed from your  
12 resume that you have attached in connection with  
13 the expert report in this case.

14 A. Right. That is to make room for the  
15 current, as you will notice in that one you have  
16 my consulting --

17 Q. Yes, sir.

18 A. -- which you do not have in here.  
19 And they tell you not to make your resume more  
20 than two or three pages long, or two pages long  
21 So you try and cut things out that  
22 you would feel might be less attractive, and add

1 A. Yes.

2 Q. And, looking at page 250 of your  
3 deposition, right at line one, where it says:  
4 "In fairness, do you really think that you have  
5 an understanding of the ins and outs of these  
6 contracts, such that you can give expert  
7 testimony under oath as to what the 'norm'," in  
8 quotes, "is for rebate contracts from 1991 to the  
9 present."

10 And, then you answer by stating: "I  
11 would not hold myself out to that, you are  
12 correct."

13 Is that still true, sir?

14 A. I do not hold myself out as an  
15 expert in managed care.

16 Q. All right. Now, looking again at  
17 your report at page 3, you state that: "Cenestin  
18 is not substandard as Dr. Kolassa implies."

19 And, you talk about the  
20 pharmacokinetic profile and the improved dosage  
21 uniformly compared favorably to Premarin and so  
22 on.

4/1/2005 2:27 PM

62

4/1/2005 2:27 PM

64



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Let me ask you first about that the  
2 pharmacokinetic benefit that you are talking about,  
3 that is based upon certain studies that were done  
4 of how Cenestin behaves in water, correct?

5 A. No. The dissolution tests are  
6 relevant to how Cenestin behaves in water.

7 Pharmacokinetics is a study of what  
8 is typically called the add-me effects.  
9 Pharmacokinetics refers to absorption,  
10 distribution into the body, elimination of the  
11 drug, et cetera.

12 So, it relates to things like how  
13 well is the drug absorbed. It would be like the  
14 peaks and valleys and blood levels. And it would  
15 talk about how rapidly it is eliminated from the  
16 body, et cetera.

17 Q. All right. Let me show you what has  
18 been marked previously as Exhibit 744.

19 For the record, Exhibit 744 is a  
20 copy of the detail aid that was used in the year  
21 2000 for Cenestin.

22 And, it contains a discussion of

1 steady release of conjugated estrogens?

2 A. That would certainly be part of it.

3 Q. All right. And, is there anything  
4 else that you are aware of that Cenestin, any  
5 studies or anything that indicated that Cenestin  
6 had a favorable pharmacokinetic profile in  
7 relation to Premarin, other than this claim of a  
8 smooth steady release of conjugated estrogens?

9 A. I looked at, in my original  
10 document, the Duramed studies, the actual, not  
11 the clinical studies, but the lab reports on the  
12 things like you are talking about, the  
13 dissolution tests, et cetera, were part of what I  
14 had looked at. So this was certainly part of  
15 that.

16 Q. And, if you would turn to the page  
17 that is 2537, and if you look to the right-hand  
18 side it says: "The sales reps are told if a  
19 doctor asks to see the clinical benefits of this  
20 pharmacokinetic data, you should point out that  
21 the clinical significance has not yet been  
22 determined, however, you may want to point out

4/1/2005 2:27 PM

65

4/1/2005 2:27 PM

67

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 some of the peaks and the valleys and blood  
2 levels and so on.

3 If you look at the page that, it is  
4 kind of hard to read, SO 2, it looks like, 2536  
5 and 7. Do you see that?

6 A. I see the pages.

7 Q. Okay. And, this is, you understand  
8 that this is the detail aid that was for use by  
9 Cenestin sales reps whether from Cardinal or  
10 Solvay in order to promote the product during  
11 this time period, right?

12 A. Okay,

13 Q. And, if you look at their logo, it  
14 is on the page it talks about the smooth steady  
15 release of conjugated estrogens.

16 Do you see that?

17 A. Where are you looking?

18 Q. It is almost on every page. 2531,  
19 it's almost like a logo, 2533.

20 A. Oh, okay, I see that.

21 Q. These are the pharmacokinetic  
22 benefits that you are talking about, the smooth

1 that Duramed and Solvay have initiated a  
2 comparative clinical trial."

3 Do you see that?

4 A. Yes.

5 Q. All right. And are you aware of  
6 whether or not Duramed and Solvay have ever  
7 finished a comparative clinical trial between  
8 Premarin and Cenestin or any other estrogen  
9 product?

10 A. No, I am not, and I don't understand  
11 where you are going. The reason I guess I am  
12 having difficulty here is the kinds of things,  
13 and these kinds of things that go to a sales rep,  
14 where you are typically talking features and  
15 benefits, you talk a feature, which the smooth  
16 steady release is a feature, and a benefit is a  
17 statement of, and this is the way you are  
18 educated in the sales force, which means.

19 And, that is kind of the thing that  
20 they would do here. A smooth steady release,  
21 which means.

22 Now, when you look at products like,

4/1/2005 2:27 PM

66

4/1/2005 2:27 PM

68

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 and you are probably going to discuss it later,  
2 ampicillin and amoxicillin, the fact that  
3 amoxicillin is three times a day which means,  
4 there may not be clinical studies that say it is  
5 better.

6 But, in the doctor's mind, all of a  
7 sudden, you say these things, this is what it  
8 means. Whether there has been a clinical study  
9 or not, you still say those things.

10 Q. Okay. But, I guess, here is what I  
11 am getting at.

12 The notion that Duramed's Cenestin  
13 product had a smooth steady release, there is no  
14 study that has been done that indicates that that  
15 has any clinical significance in a patient,  
16 correct?

17 Or you are not aware of any, are  
18 you?

19 A. I am not.

20 Q. All right. And so the idea that  
21 they have a smooth steady release, is something,  
22 you understand that was a test that was done in

1 appropriate dissolution.

2 But, the pharmacokinetics are things  
3 that are done in blood, and it is part of a human  
4 study that every product has to go through  
5 whether it is a brand or a generic.

6 Q. Okay. But, the only study of  
7 Cenestin in patients -- let me ask you this:

8 Are you familiar with any study of  
9 Cenestin in patients other than the study that  
10 was used to get the product approved in 1999?

11 A. I am familiar with the tests that  
12 were done by Duramed in order to present the data  
13 to the FDA that had to show blood levels.

14 Q. Okay.

15 A. Not just water.

16 Q. Right. And, that study that you are  
17 familiar with, you are familiar, it is actually,  
18 it is talked about to some extent even in the  
19 label for the product.

20 You are aware, are you not, sir,  
21 that in that study, 77 percent of women had to  
22 double dose in order to have any efficacy from

4/1/2005 2:27 PM

69

4/1/2005 2:27 PM

71

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 water where they looked and compared how Cenestin  
2 behaved in water as opposed to in blood, or in  
3 the stomach, for example?

4 A. Could be.

5 Q. All right. So, when you talk about  
6 Cenestin having a pharmacokinetic profile and an  
7 improved dosage --

8 A. However, I am not sure that that is  
9 how it is used in this piece, is that it is done  
10 in water, because I can't read the chart.

11 Are these blood levels?

12 Q. I can't read the chart either, that  
13 was the way it was produced by Duramed in the  
14 litigation.

15 But, I have seen the same studies  
16 that you are talking about, and it's, the tests  
17 are all a USP test, but it's a test, I will  
18 disclose that, but it's a test in water.

19 A. The USP test is a test in water that  
20 they would do on the product and they will do on  
21 that product just about every batch they are  
22 going to test to make sure that it has an

1 the product.

2 A. I don't think we are talking about  
3 the same study.

4 Q. Well, is there any study, that you  
5 are aware of, that was submitted to the FDA other  
6 than the 125-woman study?

7 Do you think there is another study  
8 that was submitted?

9 A. I think that data is provided to the  
10 FDA that speaks to the pharmacokinetics of a  
11 product, which is not a clinical study. Not to  
12 this type that you are talking about that is  
13 required for the submission of an NDA.

14 Q. All right. And, in fact, as  
15 indicated in the detail aid the sales force could  
16 not tell physicians that there was any clinical  
17 significance to any of the pharmacokinetic  
18 benefits relating to the smooth release of the  
19 product, correct?

20 A. And, that is typical, yes.

21 Q. Now you also talk about how --

22 A. Now, see, this is where, you know,

4/1/2005 2:27 PM

70

4/1/2005 2:27 PM

72

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 if you look at page SO 2539, and maybe I should  
2 have looked at this more in detail before I  
3 answered your questions.

4 Q. Yes, sir.

5 A. It very clearly says about blood  
6 levels, estrogen blood levels for Premarin, and  
7 what they are doing is they are comparing blood  
8 levels.

9 So, this is not something that is  
10 done in water.

11 Q. This is, you are talking about the  
12 data that they obtained from the FDA on Premarin  
13 and comparing that to the data that was submitted  
14 in the study that was submitted on Cenestin,  
15 correct?

16 A. I am saying that, even if you look  
17 at the headings, it says, they are talking blood  
18 levels.

19 Q. Okay. And, if you look at that same  
20 page, you are talking about it says: "If the  
21 doctor asked to see the clinical significance of  
22 these pharmacokinetic data, you should point out

1 Q. All right. Is it relevant to your  
2 opinion that it comes from plant sources as a  
3 marketing person?

4 A. Is it relevant? To me, as a man, I  
5 would say that if I were given a choice of using  
6 a product that was derived from a pregnant  
7 horse's urine versus something that was extracted  
8 or synthesized from plant sources, I would  
9 certainly not be thrilled if I had alternative to  
10 taking something that came from horse urine.

11 Q. Okay. What if, hypothetically, the  
12 products that you are comparing, one, came from,  
13 was derived from horse urine, and the other one  
14 was derived from goat and sheep hoofs as well as  
15 petroleum feed stocks in principal part?

16 A. Repeat that question.

17 Q. Yes. Isn't it -- one of the  
18 advantages that you are pointing to throughout  
19 your report here is that Cenestin was basically a  
20 plant source product, right?

21 A. Right.

22 Q. And, I guess what I am wondering is

4/1/2005 2:27 PM

73

4/1/2005 2:27 PM

75

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 that the clinical significance has not yet been  
2 determined," correct?

3 A. Yes.

4 Q. And, they were going to undertake a  
5 study, a comparative trial, and to your knowledge  
6 that, you are not aware of any study that has  
7 ever been done that pointed out a clinical  
8 significance to those blood level results?

9 A. I am not.

10 Q. Okay. The other point that you  
11 make, on page 3 of your report, you talk about  
12 how Cenestin's non-animal source provided an  
13 advantage within the segment of the patient  
14 population.

15 A. Correct.

16 Q. What is the basis for your statement  
17 that Cenestin was derived from non-animal  
18 sources?

19 A. That is the information that was  
20 given to me from Susman Godfrey originally.

21 Q. Is it --

22 A. That it was from plant sources.

1 you would agree with me if that wasn't true, if  
2 that was a false statement, certainly Duramed  
3 wouldn't be entitled to have gotten an additional  
4 market share based on false marketing, right?

5 A. I am -- you are still losing me.

6 Q. I mean, if the assumption of your  
7 report is that Cenestin is a plant-based product,  
8 and that there is a segment in the marketplace,  
9 as you said, that would pick a plant product over  
10 a product derived from a horse urine product, how  
11 would this impact your opinion if you found out  
12 that Cenestin was instead derived more than 50  
13 percent of it comes from petroleum feed stocks  
14 and that the product is also made from goat and  
15 sheep hoofs?

16 MR. COHEN: I just want to object on  
17 two bases. The first basis is that the original  
18 question, which I'm understand your changing, was  
19 phrased as a hypothetical, and I don't think you  
20 have phrased this question as a hypothetical.

21 Second, he is not saying in his  
22 report anything other than Cenestin's nominal

4/1/2005 2:27 PM

74

4/1/2005 2:27 PM

76

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 source provided an advantage. So he is talking  
2 about non-animal sources.  
3 You can answer it, if you can.  
4 MR. DOBIE: Do you want to read that  
5 question back?  
6 (Record read.)  
7 MR. COHEN: So, Gordon, just sorry  
8 to interrupt, again, so if that is the question,  
9 I will object on the basis of foundation, also,  
10 lack of foundation.  
11 BY MR. DOBIE:  
12 Q. You can answer.  
13 A. How would it affect my decision as a  
14 user or as a marketer?  
15 Q. In terms of the opinions that you  
16 have offered in this case.  
17 A. I don't think it would change the  
18 opinions that I have offered in this case,  
19 because I still perceive that Cenestin was every  
20 bit a viable product as Premarin.  
21 Q. So, were you --  
22 A. And, I don't perceive that the

1 that would prefer a product that was  
2 plant-derived, correct?  
3 A. They would prefer a product that was  
4 not pregnant mare's urine derived.  
5 Q. And I guess what I am wondering is,  
6 if there is a, the same way that you think that  
7 there's a segment of the population that would  
8 think that, would prefer a product that doesn't  
9 come from pregnant mare's urine, do you think  
10 that there's a segment of the population that  
11 would pick, let's say Estrotab, which is truly a  
12 100 percent plant-derived product, would prefer  
13 an Estrotab over a Cenestin if they knew Cenestin  
14 was more than 50 percent, or for source more than  
15 50 percent from petroleum feed stocks and also  
16 used goat and sheep hoofs in connection with the  
17 preparation of the product?  
18 MR. COHEN: Object to the form.  
19 THE WITNESS: The question you are  
20 asking is, is there going to be a segment of the  
21 population that is going to take the product  
22 based on specific knowledge.

4/1/2005 2:27 PM

77

4/1/2005 2:27 PM

79

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 sources are any more of a problem.  
2 What I was saying is that during  
3 their initial promotions, which occurred in 1999  
4 and 2000, I was not aware of that.  
5 So, if you asked me that question in  
6 2004, then I would probably change my promotional  
7 structure, but would it have made a difference  
8 had I known that when I wrote my original report?  
9 Q. Yes, sir.  
10 A. I honestly don't know.  
11 Q. Okay. If, I mean, you would agree  
12 with me, right, just as somebody with an  
13 expertise in marketing, that most of the material  
14 that was promoting this product, at least  
15 originally, related to it being a plant-derived  
16 product, it was a consumer driven message,  
17 pushing the plant-derived source?  
18 A. A part of the promotions were  
19 definitely targeted towards it being a plant  
20 source.  
21 Q. Okay. And, you have spoken before  
22 about how there was a segment of the population

1 And the answer to that question is  
2 you are always going to find a segment of the  
3 market that is going to take a product because  
4 they've got a stand one way or the other, just  
5 like you've got Democrats and Republicans.  
6 There is always going to be products  
7 in the marketplace that have some segment that is  
8 attracted to them for a specific reason.  
9 And, can I say that, you know, the  
10 use of Estrotab is only being used by people who  
11 like sheep hoofs or -- I can't answer that.  
12 The research that I saw in the  
13 original case definitely showed, from the Wyeth  
14 as well as the Duramed side, that there was some  
15 people that felt that this was potentially an  
16 issue.  
17 BY MR. DOBIE:  
18 Q. All right. And, I guess, all I am  
19 wondering is if, at the end of the day, it turned  
20 out that all of that marketing that it was a  
21 plant-derived product wasn't true, how that would  
22 impact your opinion?

4/1/2005 2:27 PM

78

4/1/2005 2:27 PM

80

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 A. How that would impact my opinion  
2 how, as a marketer?

3 Q. In terms of how Cenestin would have  
4 fared in the marketplace.

5 A. Let me say, as a marketer, that  
6 depends.

7 Q. Is there additional work you would  
8 still need to do in order to figure that out?

9 A. No. It depends on, you know, is  
10 someone going out and telling the market that  
11 this is not true?

12 Is this going to be on, let me pick  
13 one, on CBS news as, or 60 Minutes as something  
14 that comes out, maybe that, maybe that will have  
15 an impact.

16 If it is something that, okay, I  
17 didn't know that, I've got to change my marketing  
18 strategy or my marketing position, as a marketing  
19 person it would change my marketing position, I  
20 wouldn't go out and promote it anymore.

21 But, unless it is something that  
22 comes to public light, how is it going to change

1 before, is that you take it three times a day,  
2 rather than four times a day, correct?

3 A. Because of the difference in  
4 pharmacokinetics, yes.

5 Q. And, it could be taken without  
6 regard to meals while ampicillin had to be taken  
7 on an empty stomach?

8 A. That is correct.

9 Q. And amoxicillin was better absorbed  
10 and more effective in the body.

11 A. That's pharmacokinetics.

12 Q. And amoxicillin was promoted and  
13 supported by a large sales force, while  
14 ampicillin was only moderately promoted during  
15 that time frame, correct?

16 A. I don't know that that is true.

17 Q. Who was promoting amoxicillin?

18 A. Beecham, which eventually went out  
19 of business, was purchased by SmithKline and then  
20 later Hoffmann-La Roche came out and sold it and  
21 I want to say this is probably about three or  
22 four years after Beecham had introduced the

4/1/2005 2:27 PM

81

4/1/2005 2:27 PM

83

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 the perception of people?

2 Am I making sense?

3 MR. COHEN: Don't ask him that  
4 question.

5 BY MR. DOBIE:

6 Q. I think I am, I understand what you  
7 are saying.

8 You, on page 4 of your report, you  
9 say that you disagree with Dr. Kolassa regarding  
10 Cenestin's initial pricing.

11 "In my opinion, Duramed followed a  
12 prudent pricing strategy," and so on. You are  
13 familiar at the time of launch that Cenestin was  
14 priced at near parity pricing, correct?

15 A. Correct.

16 Q. And then you cite as to how an  
17 amoxicillin, it had a favorable pharmacokinetic  
18 profile, it was launched to parity and quickly  
19 overtook ampicillin.

20 A. Right.

21 Q. But, the difference with ampicillin  
22 is that, and I think you have mentioned this

1 product.

2 Roche came out and launched a  
3 product called Viratin (ph.) which is the same  
4 amoxicillin. There was another manufacturer out  
5 there with a product called Totacillin.

6 So there were several manufacturers  
7 out there selling the same product.

8 Q. All right. And all selling  
9 amoxicillin?

10 A. All selling amoxicillin.

11 Q. Okay. And, so all of those having  
12 these sales forces out there selling amoxicillin,  
13 the three times versus four times a day regimen,  
14 absorbing better, taking on a full stomach, those  
15 are all advantages and benefits that the  
16 amoxicillin had that allowed it to charge a  
17 premium price, correct?

18 A. I would say those pharmacokinetics  
19 allowed them to charge a premium price, yes.

20 Q. And, then --

21 A. Those features and benefits.

22 Q. Understood. Now, you talk about

4/1/2005 2:27 PM

82

4/1/2005 2:27 PM

84

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 how, you say that, in your opinion, that Duramed  
2 followed a prudent pricing strategy.  
3 You are aware, are you not, sir,  
4 that there are many people at Duramed and managed  
5 care organizations that told Duramed that its  
6 price was too high?

7 MR. COHEN: Object to the form.

8 THE WITNESS: The answer is, I'm --  
9 and I think I said it in my last report, I've  
10 never met a salesperson that wanted to have to go  
11 out and sell a product at the same price.

12 So, the answer is, yes, there is  
13 always going to be people that think the price is  
14 too high, and there is always going to be people  
15 in a company that say the price is too low.

16 BY MR. DOBIE:

17 Q. Are you familiar with there are  
18 people at managed care organizations as well that  
19 told Duramed that it was pricing too high?

20 A. I am aware that some of them said  
21 that, or made those statements, yes.

22 Q. And, the head of Duramed's managed

1 whether or not Cenestin had a appropriate price?

2 A. Have I physically done --

3 Q. Yes, sir.

4 A. No, sir.

5 Q. And, so when you say in your report  
6 that it was a prudent pricing strategy, what is  
7 the basis for that statement?

8 A. My basis is it is my opinion that  
9 the concept of going out with a parity price to  
10 Premarin is such that it gives credibility to the  
11 product.

12 It tells the physician or the  
13 customer that they are calling on, that this is a  
14 product that is equal in every way to its major  
15 competitor at this point, which was Premarin.

16 Q. Okay. And, again --

17 A. I am not going out with a generic  
18 product.

19 Q. Okay. And, your experience with  
20 pricing pharmaceutical -- I am sorry, your  
21 experience with doing market research on  
22 pharmaceutical products, that relates to the work

4/1/2005 2:27 PM

85

4/1/2005 2:27 PM

87

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 care sales force thought the price was too high,  
2 correct?

3 A. I am aware that he said he thought  
4 it was priced too high, yes.

5 Q. All right. And, let me ask you  
6 this, sir.

7 Are you in any -- what experience do  
8 you have in setting prices for branded  
9 pharmaceuticals?

10 A. The -- I am going to have to drop  
11 back a lot of steps. One of the things that you  
12 do when you are in market research is to look at  
13 pricing and pricing strategies.

14 One of the things that you get  
15 educated on is what kinds of market research you  
16 do in order to develop a price for a product.

17 The -- and, by the way, I don't hold  
18 myself out as a pricing expert. But, you do go  
19 out and do, there is research that can be done to  
20 arrive at an appropriate price.

21 Q. Have you done that type of a  
22 quantitative analysis in this case to determine

1 that you did at principally at Teva, correct?

2 A. No, Hoffmann and Bristol.

3 Q. Hoffmann and Bristol as well.

4 A. But, again --

5 Q. Let me make sure I understood this.  
6 At Hoffmann, I thought you told us that you  
7 weren't in -- well, let's start with Bristol.

8 At Bristol, you were in charge of  
9 the nutritional products and you had one cycle, I  
10 think you told me, in connection with women  
11 health care product like Estrace, but you weren't  
12 involved in the pricing of the product.

13 A. I was not involved in the pricing of  
14 the product.

15 Q. Okay. And then at  
16 Hoffmann-La Roche, you were on the sales side and  
17 then you did some market research work as well,  
18 but, again, it was, it was not a primary focus of  
19 the product pricing, correct?

20 A. That is correct.

21 Q. All right. And, here is what I am  
22 getting at, Mr. Simon.

4/1/2005 2:27 PM

86

4/1/2005 2:27 PM

88

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Why is it that you think that it is  
2 not even necessary for you to continue the  
3 opinions, or consider the opinions of managed  
4 care organizations, or the Duramed managers who  
5 all thought that the price was too high for this  
6 product?

7 A. You've lost me.

8 Q. Yes. I mean, you have told me --  
9 let's back up.

10 You have not considered the opinions  
11 of the managed care organizations in telling  
12 Duramed that they thought the price was too high  
13 in reaching your opinions here, correct?

14 A. I am still -- when you set a price  
15 when you go to market. Those people don't know  
16 what the price is until it has already been set.

17 Q. Okay.

18 A. How are you going to get their  
19 input? You didn't read any input prior to them  
20 setting that price, did you?

21 Q. I see. So, is it your point that  
22 the strategy in terms of how they came out with

1 has widened, if anything.

2 I mean, their prices have continued  
3 to go up. But, not to the extent that Premarin  
4 prices have gone up.

5 Q. All right. Let me ask you about,  
6 you say here that Cenestin was offered in the  
7 necessary strengths, which is also on page 4 of  
8 your outline.

9 A. Uh-huh.

10 Q. And you note that: "Although the  
11 1.25 dosage of Cenestin was not approved until  
12 March of '99, the .625 milligram and 9 milligram  
13 (sic) dosage was approved," and so on.

14 Now, do you know what percentage of  
15 the marketplace Duramed was excluded from by not  
16 having the 1.25 milligram dosage approved until  
17 March of '99?

18 A. Do I know the --

19 MR. COHEN: I just wanted to --  
20 Gordon, I think you are misreading, just for the  
21 record. You were saying the 1.25 was not  
22 approved until March of '99. The report says it

4/1/2005 2:27 PM

89

4/1/2005 2:27 PM

91

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 the price initially was basically a typical  
2 strategy, but you are not saying that in light of  
3 the feedback from the managers at the company and  
4 the customers, that they should not have  
5 reconsidered pricing over time?

6 A. I am saying that you always consider  
7 price as part of the marketing mix, which I  
8 believe Kolassa says as well.

9 So, I can't say that the pricing  
10 strategies that they have got today are  
11 appropriate, I didn't look at today's pricing  
12 strategies.

13 But, their pricing strategy, when  
14 they launched, to me appeared to be totally  
15 relevant.

16 Q. Relevant or reasonable?

17 A. Reasonable.

18 Q. And, you have not considered their  
19 pricing strategy other than at launch, correct?

20 A. Well, I really haven't looked at  
21 what has happened. It occurs to me that the  
22 pricing difference between Cenestin and Premarin

1 was not approved in March of '99.

2 MR. DOBIE: Oh, I see. Yes, that's  
3 right. So, it is nine months after launch so it  
4 is somewhere around that same time period, June,  
5 I think it is -- let me restate the question.  
6 That is a good point.

7 BY MR. DOBIE:

8 Q. I think I have it in my notes. Do  
9 you know what percentage of the market Cenestin  
10 had available to it with its .625 and .9  
11 milligram doses at launch?

12 A. I'm -- it would be a guess.

13 Q. Does 73 percent sound about right to  
14 you?

15 A. It sounds about right.

16 Q. So, at the time of launch, there  
17 would be a, let's say at least a quarter of the  
18 dosage strengths were not available for Cenestin,  
19 right, a quarter of the market?

20 A. Well, a quarter of Premarin's

21 market, yes.

22 Q. All right. And, do you think that

4/1/2005 2:27 PM

90

4/1/2005 2:27 PM

92

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 by not having those dosage strengths during that  
2 initial time period until eight months after  
3 launch, that that would impact the uptake of the  
4 product in the market or could?

5 A. Do I think it could?

6 Q. Yes, sir.

7 A. It could.

8 Q. All right. And if a physician  
9 learned, for example, that Cenestin is not  
10 offered in 1.25 milligram strength, do you think  
11 that that calls would impact a physicians'  
12 decision to prescribe a Premarin product over  
13 Cenestin for an initial user, just so they would  
14 be in a position to titrate them up to 1.25 and  
15 stay with the same molecule?

16 A. I think that if a physician is  
17 inclined to try the product they are going to try  
18 the product. If three-quarters of their patients  
19 are being treated with the .625, they will try  
20 the product.

21 Could it impact them if it didn't  
22 work, or if they had to titrate up, certainly.

1 product, and you didn't have the 1.25 milligram  
2 size, that that too could impact the uptake of  
3 the product in the marketplace?

4 MR. COHEN: Object to the form.

5 THE WITNESS: Unless I saw the  
6 study, unless I saw where the patients came from,  
7 unless I had a better understanding, I mean, I  
8 don't know who these people were that came in and  
9 had to take 1.25 milligrams.

10 Were they 63-year-old women who have  
11 been taking 1.25 milligram Premarin for years?

12 Were they 50-year-old women that  
13 never had taken anything before? I don't know.

14 BY MR. DOBIE:

15 Q. All right. Well, all of that would  
16 matter in terms of if you were looking at this as  
17 a pharmacist or a physician in trying to decide  
18 what product to prescribe as well, correct?

19 A. All of --

20 Q. Knowing the answers to those  
21 questions, and understanding that study would be  
22 relevant to you in deciding whether to write a

4/1/2005 2:27 PM

93

4/1/2005 2:27 PM

95

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Well, you use the three-quarters.  
2 Here is, there's a parallel here.  
3 You are aware that the clinical  
4 study that was submitted to the FDA for Cenestin  
5 indicated that three-quarters of the women, 77  
6 percent had to titrate to a double dose to a 1.25  
7 in order to get efficacy, right?

8 MR. COHEN: Objection. Object to  
9 the form.

10 THE WITNESS: I, I --

11 BY MR. DOBIE:

12 Q. Were you aware of that?

13 A. I am not aware of that, and even if  
14 I was, it would be a situation why.

15 Q. All right. So, for before today,  
16 you were not aware of that, just to be clear?

17 A. I don't think I was aware. I am not  
18 aware, I wasn't aware of it coming in here today.

19 Q. Okay. Do you think that there was a  
20 study out there that indicated that 77 percent of  
21 women had to double dose a .625 Cenestin product  
22 and that is what was on the label for the

1 Cenestin script, wouldn't it?

2 A. I don't think so.

3 MR. COHEN: Relevant to him or  
4 relevant to the doctors. Object to the form.

5 BY MR. DOBIE:

6 Q. Do you think it would be relevant in  
7 the marketplace?

8 A. I am still lost.

9 Q. Okay. Well, the questions, all of  
10 the things that you said you would want to know  
11 in order to place any significance on the study,  
12 right?

13 A. Right.

14 Q. I guess what I am wondering is why  
15 would you want to know those things?

16 A. To know how good the study was.

17 Q. All right. And, is it an advantage  
18 to have multiple studies supporting a product?

19 A. Yes.

20 Q. And, if you only have one study and  
21 the study indicates that two-thirds of the -- I  
22 am sorry, if 77 percent of the people have to

4/1/2005 2:27 PM

94

4/1/2005 2:27 PM

96



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 double dose in order to get any efficacy from the  
2 product, would that be, in your view, a  
3 disadvantage for the product?

4 A. Let me just restate it, because I am  
5 still -- you said 77 percent had to double the  
6 dose in order to get any efficacy from the  
7 product.

8 If I knew that were true, then I  
9 would definitely want to be prescribing the 1.25  
10 milligram strength.

11 Q. Okay. That is what I was getting  
12 at. And if you didn't have the 1.25 milligram  
13 strength at launch, again, that could really  
14 impact the uptake to the product on that market,  
15 right?

16 A. During those initial months?

17 Q. Yes, sir.

18 A. It theoretically could.

19 Q. Let me ask you about page 4 of your  
20 report where you say class effect.

21 You note that: "The FDA approved  
22 Cenestin as a synthetic conjugated estrogen and

1 pharmacists would view the product as having the  
2 same indications?

3 A. The same uses --

4 Q. All right. So, that you could use  
5 it --

6 A. -- not necessarily the same  
7 indications.

8 Q. All right. So but, you could use  
9 it, for example, for not only vasomotor symptoms,  
10 but people would assume you could use the product  
11 for vaginal atrophy, osteoporosis, all of those  
12 different things?

13 A. Yes.

14 Q. And have you done any study of  
15 pharmacists or physicians to confirm that  
16 opinion?

17 A. No.

18 Q. In your report you talk about how  
19 one of the key concerns motivating Premarin's  
20 change of plans was Wyeth's expectation that the  
21 pharmacists would assume that the products were  
22 interchangeable, correct?

4/1/2005 2:27 PM

97

4/1/2005 2:27 PM

99

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 that pharmacists and physicians expect Cenestin  
2 and Premarin to work in a similar, if not  
3 identical set of indications and uses," and so  
4 on.

5 So in this section of your report,  
6 sir, is it your opinion that most physicians and  
7 pharmacists believe that the products work in  
8 identical ways and have identical indications?

9 MR. COHEN: Object to the form.  
10 Compound.

11 THE WITNESS: Other than being  
12 informed by a third party like Wyeth, my  
13 impression is that they would perceive them to be  
14 basically the same --

15 BY MR. DOBIE:

16 Q. So, that --

17 A. -- and to have exactly what you  
18 said, the same indications and uses.

19 Q. Okay. So, by having that name  
20 conjugated estrogen on that product, unless Wyeth  
21 were to tell them the difference, your experience  
22 in the marketplace is that most doctors and

1 A. Correct.

2 Q. And, so, given that there is the  
3 possibility of this unintentional interchange  
4 between Premarin and Cenestin that you talk about  
5 in your report, you would agree that it would be  
6 natural for a company in Wyeth's position to  
7 explain to pharmacists and physicians that the  
8 products are not, from an FDA standpoint,  
9 considered interchangeable in the same way that a  
10 generic is?

11 A. Yes.

12 Q. And, in fact, the data that you saw  
13 indicated that Wyeth might very well reasonably  
14 believe that pharmacists were going to  
15 interchange Cenestin for Premarin, correct?

16 I am sorry, would interchange  
17 Cenestin for Premarin, correct?

18 A. Correct.

19 Q. And, then you cite here how even  
20 today you have a current example of some  
21 educational materials provided to patients  
22 getting Cenestin that's from a Medco web site.

4/1/2005 2:27 PM

98

4/1/2005 2:27 PM

100

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 And is this information that you got  
2 off the web recently?  
3 A. Yes.  
4 Q. And on Medco's web site they are  
5 indicating that Cenestin is indicated for the  
6 treatment of -- let's see here, you have down at  
7 the bottom of page 5 to prevent osteoporosis.  
8 A. First off, you are saying words that  
9 aren't there. They don't say it is indicated.  
10 They say it is used.  
11 Q. Okay. It says current example of  
12 educational materials provided to patients  
13 getting Cenestin is from the Medco's web site.  
14 I'm just trying to use the document  
15 that you've got here in your report.  
16 A. And that's exactly what I'm using.  
17 Q. And, it says --  
18 A. It doesn't say -- it says uses, not  
19 indications.  
20 Q. It says -- where does it say uses?  
21 A. Right there.  
22 Q. Oh, to treat hot flashes associated

1 doctor were to ask you to provide information  
2 that talked about how this drug would work in  
3 osteoporosis or do you have any. Whether they  
4 have the data or not, I don't know.  
5 But, it is certainly relevant and  
6 certainly things that professional services  
7 departments in large manufacturers provide that  
8 kind of information.  
9 Q. So, if a doctor asked for  
10 information, do you have, in this instance,  
11 Cenestin, do you have information that this  
12 product prevents osteoporosis, you could provide  
13 him that information?  
14 A. I am not saying I could physically  
15 provide it, but, as a representative, if I have  
16 that information, I can't provide it.  
17 But, someone from my professional  
18 services, that would talk doctor-to-doctor or  
19 professional-to-professional can provide that  
20 information.  
21 Q. Okay. But, you would agree with me,  
22 would you not, that to have on a web site like

4/1/2005 2:27 PM

101

4/1/2005 2:27 PM

103

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 with menopause, to prevent osteoporosis, brittle  
2 bones related to lack of estrogen after  
3 menopause.  
4 And then you've got all these other,  
5 these are all uses, in your view, which is  
6 different than indications?  
7 A. I am saying that this doesn't use  
8 the word indication. It says this is what people  
9 are using it for.  
10 There is a lot of products today  
11 that are used for things that aren't included in  
12 approved indications.  
13 Q. Okay. Is somebody that has  
14 expertise in calling on physicians over the  
15 course of the years, sir, it would be contrary to  
16 good practice, would it not, for a sales rep to  
17 go out and promote a product as being used for  
18 osteoporosis, if it didn't have the FDA  
19 indication?  
20 A. The answer to your question is it  
21 would be improper. You are right.  
22 However, it is not improper if a

1 this the fact that Cenestin is used to prevent  
2 osteoporosis, and to be touting the product this  
3 way, would be contrary to law if this was  
4 something that the Duramed or Barr Labs was  
5 doing, correct?  
6 MR. COHEN: Object to the form.  
7 THE WITNESS: Well, I guess, I don't  
8 know if I could say if it would be legal or not  
9 legal. I don't know the answer.  
10 BY MR. DOBIE:  
11 Q. Contrary to how you were trained in  
12 terms of how it should be done, though, right?  
13 A. I think, and now let me back up to  
14 my pharmacy training. I think that there have  
15 been products that have been used for a long,  
16 long time for uses that are outside of  
17 government-approved indications.  
18 If you were to tell a patient who  
19 has a Valium prescription, that was given that  
20 Valium prescription for muscle relaxation, for  
21 back spasms and muscle spasms, that they were  
22 taking a tranquilizer, it is not the kind of

4/1/2005 2:27 PM

102

4/1/2005 2:27 PM

104

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 thing that you do.

2 You can include and ask the patient,

3 you know, what are you taking it for, et cetera.

4 So, yes, I don't think it is

5 appropriate necessarily for me to put down that

6 this is an approved indication, but they didn't

7 do this.

8 This was done by First DataBank and

9 Medi-Span, who is providing this kind of

10 information to the public.

11 Q. But, isn't this, I thought you said

12 this was on the Medco web site?

13 A. It is on the Medco web site, but

14 what you'll find is the majority of these

15 things -- bless you -- that go to patients are

16 principally done by one of two suppliers,

17 Medi-Span or First DataBank, who are perceived as

18 compendial sources for this kind of information.

19 Q. Do you know whether or not Medi-Span

20 or First Data have a usage, a use of

21 preventing -- strike that.

22 Do you know whether this information

1 fact of the matter is, is that there is no

2 evidence that Cenestin prevent osteoporosis, is

3 there?

4 MR. COHEN: Object to the form.

5 THE WITNESS: I don't know that.

6 BY MR. DOBIE:

7 Q. When you said if you were given this

8 example about how maybe the sales force couldn't

9 provide a doctor with the information, but maybe

10 the professional services group could or

11 something like that, if a professional service

12 group of Medco went to Duramed or Barr Labs and

13 said, provide us all of the information that you

14 have about whether Cenestin prevents

15 osteoporosis, what data could they provide, to

16 your knowledge?

17 A. To my knowledge, they couldn't.

18 Q. All right. And, in fact, you are

19 aware of the fact that the FDA has actually come

20 out and said that Cenestin is not indicated for

21 the treatment of osteoporosis.

22 A. I am aware of that.

4/1/2005 2:27 PM

105

4/1/2005 2:27 PM

107

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 comes from Medi-Span or First DataBank?

2 A. I don't know that it comes

3 specifically from one of those.

4 Q. Okay. So, in terms of whether or

5 not there are other companies, other managed care

6 organizations, or data reference companies that

7 are promoting Cenestin as being used for the

8 prevention of osteoporosis, the only one that you

9 are familiar with is Medco, correct?

10 A. I am saying exactly that. The only

11 one that I can say that I looked at, because it

12 is the only managed care company whose database I

13 could get in, says this.

14 Q. Okay.

15 A. I would be willing to bet you that

16 others say it, if I could get in it.

17 Q. But, you haven't done that work to

18 date?

19 A. I cannot get in them to look at

20 them.

21 Q. And, let me ask you this, though,

22 sir. In terms of going to bat or whatever, the

1 Q. So, it is not just a situation where

2 they didn't give them the indication, they have

3 gone a step further and told the public that this

4 is a product that is not, cannot be used for the

5 treatment of osteoporosis, correct?

6 A. I agree with what you are saying.

7 But, my point here is with regard to class

8 effects. What is it that people are going to

9 perceive.

10 And the perception is clearly

11 demonstrated here that this is what professionals

12 are going to perceive of this product. That is

13 really the only point I am making.

14 Q. So, in other words, despite the fact

15 that the FDA has told Medco that -- I am sorry,

16 despite the fact that the FDA has affirmatively

17 told Duramed that the product could not be

18 marketed for the prevention of osteoporosis,

19 despite the fact that the FDA has told Barr Labs

20 that the product is not approved for the

21 treatment of osteoporosis, your point is, is that

22 there are people in the medical community who may

4/1/2005 2:27 PM

106

4/1/2005 2:27 PM

108

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 just assume this anyway?

2 A. Exactly.

3 Q. Okay.

4 MR. DOBIE: Let's go off the record,

5 he's got to change tape.

6 THE VIDEOGRAPHER: This marks the

7 end of videotape number one in the deposition of

8 Mr. Paul O. Simon. We are going off the record.

9 The time is 11:29.

10 (Recess -- 11:29-11:43 a.m.)

11 THE VIDEOGRAPHER: This marks the

12 beginning of videotape number two in the

13 deposition of Mr. Paul O. Simon. We are back on

14 the record. The time is 11:43.

15 THE WITNESS: And before we get

16 started --

17 BY MR. DOBIE:

18 Q. Yes, sir.

19 A. I need to point out that I did

20 indeed talk to Mr. Einhorn on the phone for a

21 little while regarding one of the other reports.

22 I believe the Schafermeyer report

1 assumption of class effects for drugs?

2 A. I am aware, and I believe we went

3 into this in the last deposition, about these

4 kinds of things, yes.

5 Q. Right. And, the recent example that

6 we have all seen in the newspaper is in

7 connection with the COX-2 Inhibitor Class,

8 correct, Vioxx?

9 A. What about it?

10 Q. You are familiar with that there are

11 a number of different products that are COX-2

12 Inhibitors. There's Celebrex, Bextra and Vioxx,

13 right?

14 A. Right.

15 Q. Those are all products that went on

16 the market within the last what, five years or

17 so?

18 A. And Bextra just within the last

19 year.

20 Q. Okay. And those are all products

21 that have become multibillion dollar sellers,

22 right?

4/1/2005 2:27 PM

109

4/1/2005 2:27 PM

111

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 that I had received.

2 Q. Okay. And having visited with

3 Mr. Einhorn, is it, do you have an understanding

4 now that you are an expert for both J.B.D.L. and

5 CVS and Rite Aid?

6 A. Well -- yes.

7 Q. You are?

8 A. I am aware of that now.

9 Q. You found that out at the break?

10 A. Well, he reminded me, it was kind of

11 interesting, that I had talked to him on the

12 phone.

13 Q. Okay. When we broke we were talking

14 about whether or not people would just simply

15 assume that Cenestin provided an osteoporosis

16 benefit, and is that sometimes called a class

17 effect?

18 A. Pretty much there are other names

19 that you could use, too, but class effect is a

20 word that would fit.

21 Q. Are you familiar with articles in

22 medical journals that argue against the

1 A. Correct.

2 Q. And you are familiar with the fact

3 that in the last month, Vioxx, which is one of

4 the same classes of products, it is a COX-2

5 Inhibitor used for osteoporosis and --

6 A. Arthritis, primarily.

7 Q. Arthritis, that that had to be

8 removed from the market, correct?

9 A. Correct.

10 Q. And, the other products that are in

11 the same class, Celebrex and Bextra, have not

12 been removed from the market, right?

13 A. They haven't conclusively

14 demonstrated the same side effects as have been

15 demonstrated with Vioxx.

16 Q. Right. And, there are other

17 examples of that. There's, in the statin

18 category, you've got Mevacor, you've got Lescol,

19 Lipitor and you've had products that have been

20 removed from the market and others that have come

21 in that are all in the same class, correct?

22 A. Correct.

4/1/2005 2:27 PM

110

4/1/2005 2:27 PM

112

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. And, I'm thinking of Crestor as an  
2 example of a product that has been taken off the  
3 market. Are you familiar with that?  
4 A. I am familiar with Crestor. I am  
5 not aware that it had been taken off the market,  
6 frankly. I knew they were having problems.  
7 Q. Yes. I guess what I am getting at,  
8 you would agree that you can't simply assume a  
9 class effect across all different products in the  
10 marketplace that are in the same class, right?  
11 MR. COHEN: I am just going to  
12 object to the form and specifically with respect  
13 to the examples that were given because the  
14 examples that were given, the drugs were actually  
15 being used as indicated.  
16 It is really not a -- well --  
17 THE WITNESS: Let me answer and I  
18 will do it by an example.  
19 Vioxx was the drug of choice in an  
20 M plan in Indianapolis to the exclusion of  
21 Lipitor, I believe.  
22 So, to say that, you know, there

1 Q. There is a place in your report  
2 where you talk about --  
3 A. That doesn't, by the way, mean that  
4 doctors can't use it for that.  
5 Q. There is a place in your report,  
6 Mr. Simon, where I recall in the period after the  
7 WHI study came out, that the advantage that  
8 Premarin had was somehow lessened as a result of  
9 the WHI.  
10 Do you recall that, sir?  
11 A. Yes, I do.  
12 Q. Where is that in your report?  
13 MR. COHEN: I think it is on page 6.  
14 THE WITNESS: Yes.  
15 BY MR. DOBIE:  
16 Q. So, you say that: "The WHI study  
17 tarnished the image of HRT products and made the  
18 osteoporosis and long-term use indications for  
19 ERT products as well, much less attractive to  
20 physicians and consumers.  
21 "And this, coupled with the dosage  
22 strength parity between Premarin and Cenestin,

4/1/2005 2:27 PM

113

4/1/2005 2:27 PM

115

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 aren't class effects, obviously there are  
2 businesses out there called PBMs and MCOs, as  
3 well as physicians, that believe that this  
4 product can be used for any indication that  
5 Celebrex or Bextra could be used.  
6 Now, I don't know what the situation  
7 is today. All I know is that there is still a  
8 lot of people, there are still a lot of medical  
9 utilization of products, that is done because of  
10 class effects.  
11 BY MR. DOBIE:  
12 Q. All right. Certainly, in the case  
13 of, returning back to both Cenestin and Premarin,  
14 you would agree that the FDA has told the public,  
15 told Duramed, told Barr Labs, that the product  
16 does not have the same indications and cannot be  
17 marketed for the same uses as Premarin, correct?  
18 A. I am aware that they do not have the  
19 same indications, and that, indeed, the FDA did  
20 tell Duramed, I'm assuming hence Barr, as you  
21 said, that it can, it doesn't have that  
22 indication and they can't market it for that.

1 removed the perceived product deficiencies  
2 asserted by Kolassa."  
3 Do you see that?  
4 A. Yes.  
5 Q. Okay. When you talk about the WHI  
6 study, I assume that that's the this in the  
7 sentence along with the dosage strength parity  
8 remove the perceived product deficiencies.  
9 Who was the deficiency perceived by,  
10 to your understanding?  
11 A. Dr. Kolassa was stating that  
12 Cenestin had some deficiencies in the product,  
13 that being the lack of an osteoporosis  
14 indication, as well as long-term use.  
15 The Women's Health Initiative that  
16 came out, it is my perception, in 2002, basically  
17 removed those as, quote, "things that Premarin  
18 could point at as advantages."  
19 Q. Okay. Now, you understand that the  
20 WHI study has resulted in the government, the  
21 FDA, taking the position that both Premarin,  
22 Cenestin and the other products in the ERT and

4/1/2005 2:27 PM

114

4/1/2005 2:27 PM

116

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 HRT classes all have to have additional warnings,  
2 correct?  
3 A. Okay.  
4 Q. Were you aware of that?  
5 A. No.  
6 Q. And --  
7 A. It makes sense.  
8 Q. All right. And, but in terms of  
9 whether or not it removed the advantage, do you  
10 know whether or not, in the period after the WHI  
11 study came out, whether or not the FDA has, in  
12 fact, continued to be of the opinion that Duramed  
13 is the product that is -- I am sorry, let me  
14 restate the question.  
15 Let's just do it this way.  
16 (Simon Exhibit Number 3  
17 marked for identification.)  
18 BY MR. DOBIE:  
19 Q. Have you seen the nonapproval  
20 letters that Barr Labs received for Cenestin in  
21 2003 after the WHI study?  
22 A. No.

4/1/2005 2:27 PM

117

10/14/2004 Simon, Paul O.

1 Q. Let me show you what we will mark as  
2 Simon 3. Now, sir, for the record -- actually  
3 let's go ahead and mark Simon 4.  
4 (Simon Exhibit Number 4  
5 marked for identification.)  
6 BY MR. DOBIE:  
7 Q. For the record, Simon Exhibit 3 is a  
8 copy of a press release from Barr labs announcing  
9 that they had received a nonapproval letter from  
10 the US FDA for its .45 milligram product.  
11 And in the third paragraph noting  
12 that Barr launched a .3 milligram tablet that was  
13 approved for the treatment of vulvar and vaginal  
14 atrophy, but not vasomotor symptoms, not  
15 osteoporosis, et cetera.  
16 Do you see that, sir?  
17 A. No, where are you?  
18 Q. Right here. Third paragraph.  
19 A. Okay.  
20 Q. In August of 2002 Barr launched a  
21 Cenestin --  
22 A. Uh-huh.

4/1/2005 2:27 PM

118

1 Q. And then if you look at Simon  
2 Exhibit 4, this is a copy of the press release  
3 from the FD -- from Wyeth announcing that the FDA  
4 has approved the marketing of a .3 and .45  
5 milligram dosage strength product, basically a  
6 month after Barr got its nonapproval letter for  
7 its product for the prevention of osteoporosis.  
8 A. Uh-huh.  
9 Q. And, so you would agree with me that  
10 even after the WHI study came out in the summer  
11 of 2002, that the FDA has continued to  
12 differentiate the products and find that Wyeth's  
13 Premarin product is indicated for the prevention  
14 of a number of different indications that the  
15 Cenestin product is not approved for, correct?  
16 MR. COHEN: Object to the form.  
17 THE WITNESS: I've got to read this.  
18 Let me --  
19 BY MR. DOBIE:  
20 Q. Take your time.  
21 A. Okay. The Safe Harbor information I  
22 don't need. But, I don't know what it is that

4/1/2005 2:27 PM

119

10/14/2004 Simon, Paul O.

1 was submitted to the FDA.  
2 Was the submission for Cenestin a  
3 request for approval for an additional dosage  
4 form, or in order to treat -- and it doesn't say  
5 in here osteoporosis.  
6 Q. They've got a nonapprovable letter  
7 for their .45 milligram dosage, per Exhibit 3  
8 from Barr Labs, and they are telling you in the  
9 third paragraph that they received an approval in  
10 the year earlier, one month after WHI, an  
11 approval for their .3 milligram dosage, but only  
12 for the treatment of vulvar and vaginal atrophy.  
13 A. Okay.  
14 Q. Right?  
15 A. Right.  
16 Q. Okay. And then I was contrasting  
17 that with the FDA's approval of Wyeth's .3 and  
18 .45 milligram dosage products, which are  
19 indicated for the full range of indications,  
20 right, including osteoporosis?  
21 A. If I understand your question,  
22 then --

4/1/2005 2:27 PM

120

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Yes.

2 A. -- what you are asking is am I aware

3 that Cenestin still doesn't have an osteoporosis

4 indication, and Premarin does?

5 Q. No. I guess what you say is that

6 after WHI, this is in your report on page 6, the

7 perceived product deficiencies somehow went away.

8 And, in fact, what the FDA has

9 instead said is that after the WHI, Wyeth who

10 submits an 822-women study on bone -- bone data,

11 presents that, publishes it in the Journal of the

12 American Medical Association, and has the data to

13 support an osteoporosis indication, gets its

14 product approved.

15 A. Right.

16 Q. That information is out there in the

17 public, and so on for physicians, you can't do

18 any better than the Journal of the American

19 Medical Association for getting that out there to

20 marketplace, right?

21 A. Yep.

22 MR. COHEN: Object -- I am sorry.

4/1/2005 2:27 PM

121

10/14/2004 Simon, Paul O.

1 BY MR. DOBIE:

2 Q. And then, on the other hand, the

3 Duramed product, Cenestin, they got a

4 nonapprovable letter, post WHI, for the .45

5 milligram product, and even their .3 dosage

6 product they only get approval for the treatment

7 of vaginal atrophy.

8 MR. COHEN: Object to the form. If

9 you know the question, you can answer it.

10 THE WITNESS: I don't know the

11 question. And that is why where I am coming

12 from. I don't know the relevance of one to the

13 other.

14 BY MR. DOBIE:

15 Q. Okay.

16 A. I will say that Cenestin still does

17 not have an approval for use in osteoporosis.

18 But, my comments, and this is in physician's

19 minds, all of the women, all of the doctors, I

20 mean, the Women's Health Initiative was last on

21 Good Morning America and everywhere else.

22 And women got very, very scared and

4/1/2005 2:27 PM

122

1 it tarnished the image of the use of all of these

2 products in, for the use in osteoporosis, and for

3 long-term care use.

4 And women started going in and the

5 market started going down. My -- that was my

6 only point.

7 Q. Okay.

8 A. It wasn't that they all of a sudden

9 got an approval. They didn't.

10 Q. Okay. And that even after WHI, the

11 FDA has still said that for those women that want

12 to take an estrogen replacement product, if you

13 are going to take it, the lowest dosage, shortest

14 amount of time, but at least the Premarin product

15 has got the FDA approval based on a study of 822

16 women that it actually provided an osteoporosis

17 benefit, correct?

18 MR. COHEN: Object to the form.

19 THE WITNESS: I think I answered

20 this already. Premarin still has the indication.

21 I think that is what, I mean, I don't know what

22 you are asking. Yes. The FDA still allows them

4/1/2005 2:27 PM

123

10/14/2004 Simon, Paul O.

1 to have that indication.

2 BY MR. DOBIE:

3 Q. And, then have you made any

4 examination -- well, here is all I am getting at.

5 In your report here where you say

6 that the WHI has removed the perceived product

7 deficiencies asserted by Dr. Kolassa, who did you

8 talk to that somehow concluded that the WHI

9 somehow has removed the perceived product

10 deficiencies asserted by Dr. Kolassa?

11 A. I didn't talk to anybody. I looked

12 at what was happening in the marketplace and what

13 is happening to prescription trends that clearly

14 indicates that the sales of these and

15 prescriptions of these products are going down.

16 And it occurred as a result of

17 Women's Health Initiative, as well as some of the

18 documents, internal documents, from Wyeth that

19 want to state that this is the reason for some of

20 the decreases.

21 Q. But, okay. But, as between Premarin

22 and Cenestin, right, the entire category of

4/1/2005 2:27 PM

124

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 products, you are saying, the whole category had  
2 a decline in sales, right?

3 A. The market itself did decrease, yes.

4 Q. Okay. And, then I guess the final  
5 question that I have for you, given that this  
6 information concerning Cenestin is on the Medco  
7 web site --

8 A. Yes.

9 Q. -- is there, if a patient wants to  
10 get a Cenestin prescription during this time  
11 period, all of this information was out there and  
12 available for people that had a Medco drug  
13 benefit, correct?

14 A. Correct.

15 Q. Okay. And, so Wyeth, at least as  
16 far as you know, hasn't taken any action as it  
17 relates to Medco to prevent Medco from promoting  
18 Cenestin as indicated in your report, correct?

19 MR. COHEN: Object to the form, use  
20 of the word promotion.

21 THE WITNESS: Yes, I don't know that  
22 Medco is promoting or that this is a form of

1 You talk about, at page 6, you say  
2 that Kolassa, Schafermeyer and McDonough point to  
3 the financial consideration as being secondary to  
4 clinical aspects in physician and consumer demand  
5 when it comes to formulary position.

6 A. Uh-huh.

7 Q. Kolassa goes on to state that when  
8 the multiple drugs with similar clinical profiles  
9 however, the attractiveness of products from a  
10 cost standpoint may be examined.

11 And, do you disagree with the  
12 statements of Kolassa, McDonough and Schafermeyer  
13 that state that all financial considerations are  
14 secondary to clinical and patient and physician  
15 demands?

16 A. That depends on how you define  
17 patient clinical demand or patient and physician  
18 demand and how you define the clinical pieces of  
19 it, because the things that I have read and it  
20 has been at least the experience, where I have  
21 had experience with managed care, principally a  
22 business issue.

4/1/2005 2:27 PM

125

4/1/2005 2:27 PM

127

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 promotion.

2 This is intended to be patient  
3 educational materials and the source is not in  
4 the business of doing promotions.

5 BY MR. DOBIE:

6 Q. Okay. But, Medco has the  
7 information available for its customers, whether  
8 you want to call it customer service or  
9 educational.

10 A. Medco does, at least Medco does.

11 Q. And so Medco, at least then, are you  
12 aware of any actions that Wyeth has taken with  
13 Medco that somehow disadvantaged the sales of  
14 Cenestin?

15 A. Are you talking about currently?

16 Q. Currently.

17 A. No.

18 Q. Do you know how long this has been  
19 on the web site?

20 A. Absolutely not.

21 Q. Let me ask you about the heading in  
22 your report: Lack of Demand was not an Issue.

1 The clinical departments, and I  
2 think Mr. Hill stated it very well, that they  
3 will have a process whereby they say we  
4 absolutely have to have it, you make the  
5 decision, or there are so many side effects with  
6 this drug it is going to kill people we can't  
7 have it.

8 My understanding of the process is  
9 that the clinical review, in the majority of  
10 cases, at least as Hill states, come back and say  
11 you make the decision, as far as we are concerned  
12 it is okay.

13 And then it goes to a financial  
14 contractual whatever kind of decision, whether  
15 they decide to put the product on the market, in  
16 their formulary or not.

17 Q. Okay. So, you agree with the notion  
18 that when you do have similar clinical profiles,  
19 then you can consider financial considerations  
20 for product and for formulation inclusion?

21 A. I agree at least that. Yes.

22 Q. And do you know of any P&T

4/1/2005 2:27 PM

126

4/1/2005 2:27 PM

128



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 committees, or any PBMs or HMOs that thought that  
2 Cenestin had a similar clinical profile to  
3 Premarin?

4 A. I have no idea whether they thought  
5 it was a similar clinical profile and I didn't  
6 have any idea, similarly with the Vioxx, why  
7 M-Plan took Vioxx, who obviously didn't have the  
8 same clinical as Celebrex.

9 I think that a lot of these come  
10 back based on here is what we think the products  
11 is basically conjugated estrogens, go ahead. And  
12 there are places or instances where those were  
13 pointed out.

14 Q. So, you cited a moment ago to  
15 Mr. Hill's deposition, and for the record,  
16 Mr. Hill, is whom, sir?

17 A. Jim Hill?

18 Q. Yes, sir.

19 A. I want to -- I think he is with  
20 ExpressScripts.

21 Q. Okay. And, you were citing him for  
22 the proposition that when there is a similar

1 on February 11th, 2004, and is this the  
2 deposition that you read previously --

3 A. Oh, my gosh.

4 Q. -- or a portion thereof?

5 A. I am going to assume you are not  
6 going to give me something that is not. So, I  
7 will say yes.

8 Q. Okay. Well, I don't know for sure  
9 what you read. It is certainly the deposition we  
10 took.

11 But, what I want to draw your  
12 attention to is on page 94 of the deposition,  
13 which is in the bottom left-hand corner.

14 A. Okay.

15 Q. Mr. Cohen's associate asked the  
16 question, on line 1:

17 "Why would ESI place," ESI is  
18 ExpressScripts, "place a more expensive product  
19 in that category?"

20 "In this instance, Premarin is a  
21 clinically superior product to Cenestin in the  
22 CSU."

4/1/2005 2:27 PM

129

4/1/2005 2:27 PM

131

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 clinical profile of the product that you would  
2 consider cost issues?

3 A. Yes.

4 Q. And, it is not your testimony, is  
5 it, that the ExpressScripts P&T committee  
6 concluded that Cenestin had a similar clinical  
7 profile to Premarin, is it?

8 A. No.

9 Q. Okay.

10 A. I have not attended any of these P&T  
11 meetings. I have no idea.

12 Q. All right. Well, you read  
13 Mr. Hill's deposition, at least it is on your --

14 A. Correct.

15 Q. -- your witness list. And just so  
16 we are clear here, let me show you what we have  
17 marked as Exhibit 5.

18 (Simon Exhibit Number 5  
19 marked for identification.)

20 BY MR. DOBIE:

21 Q. For the record, sir, I am handing  
22 you a portion of the James Hill deposition taken

1 And he answered: "Per our P&T  
2 committee."

3 She asked: "So you, your P&T  
4 committee has characterized Premarin as a  
5 clinically superior product."

6 "Answer: They have."

7 And so on, and it goes onto the next  
8 page.

9 A. Uh-huh.

10 Q. So, you are aware, in fact, that  
11 the, that Mr. Hill, who you cite in this section  
12 of your report, that the P&T committee at  
13 ExpressScripts, in fact, concluded that these  
14 were not substantially similar products.

15 And, in fact, there was some  
16 significant differences that resulted in Premarin  
17 getting formulary positions that were not  
18 available to Cenestin.

19 MR. COHEN: Object to the form.

20 THE WITNESS: But, if I am not  
21 mistaken, Cenestin did get, and then Wyeth went  
22 back and threatened them and they took it off.

4/1/2005 2:27 PM

130

4/1/2005 2:27 PM

132

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 And then they tried to get it on,  
2 and then they went for the bid grid. Am I  
3 mistaken?  
4 BY MR. DOBIE:  
5 Q. This is, what he is discussing here,  
6 and I understand you have read his deposition,  
7 what he is discussing here is in the period after  
8 ExpressScripts added Cenestin to its formulary.  
9 She was asking why wouldn't you put  
10 it on all of these different categories, and if  
11 you read the testimony here he says: "The P&T  
12 committee has determined," I am reading from page  
13 96, "that Premarin is clinically superior to  
14 Cenestin. That's why we have a clinical  
15 parameter that says if you are going to go  
16 exclusive, you have to use Premarin, meaning that  
17 is starting an exclusive column."  
18 Premarin is the one that would be  
19 listed, and then we would carry through the rest  
20 of the columns, because you have to have the  
21 other clinically appropriate drugs on the  
22 formulary" and so on.

4/1/2005 2:27 PM

133

10/14/2004 Simon, Paul O.

1 A. Okay. So what is your question?  
2 Q. I guess my, you are not, it is  
3 certainly not your testimony that the P&T  
4 committee of ExpressScripts in any way determined  
5 that Cenestin was equivalent to Premarin,  
6 correct?  
7 A. I am not saying -- and I am not  
8 privy to P&T committee meetings, no. I am not  
9 saying that they said it was clinically  
10 equivalent.  
11 What I am saying is that the product  
12 did manage to get, eventually they managed to get  
13 them to consider the product.  
14 Q. Right. But, I guess, the point is,  
15 sir, if, in fact, there is a clinical difference  
16 between the two products as determined by a P&T  
17 committee, as Mr. Hill discusses here in  
18 Exhibit 5 from his deposition, then you certainly  
19 would agree that it would be all right for  
20 ExpressScripts to then consider cost issues in  
21 determining what products should, in fact, go in  
22 a preferred formulary position.

4/1/2005 2:27 PM

134

1 A. I think I understand your question.  
2 And I am going to say that, in my estimation,  
3 these PBMs have the option of making any decision  
4 that they want.  
5 What I am saying is that the  
6 clinical decisions that typically come back for  
7 products are going to allow, in the majority of  
8 cases, for the business people to make the  
9 decision about what is or is not going to be  
10 added to the formulary as was an example here.  
11 I am not saying that the P&T  
12 committee didn't do their job, or that they  
13 didn't come up with a statement that Premarin is,  
14 in their estimation, clinically superior,  
15 certainly for osteoporosis indications that  
16 Cenestin doesn't have.  
17 But, what I am saying is that the  
18 decisions that are being made in the majority of  
19 cases have approval from these committees and  
20 they are being based on financial considerations.  
21 Q. I'm -- but the only thing that you  
22 had cited in your report is ExpressScripts so

4/1/2005 2:27 PM

135

10/14/2004 Simon, Paul O.

1 that is what I am asking about.  
2 Do you have some basis for saying  
3 that ExpressScripts made the decision to put  
4 Cenestin in a -- where it did on formulary for a  
5 financial reason as opposed to a P&T committee  
6 determination?  
7 A. Yes, I do. And principally it is  
8 from the fact that in a lot of instances Wyeth  
9 had to go back and threaten people like  
10 Prescription Solutions that if you put it on you  
11 are going to lose your rebates.  
12 Q. Okay. But, ExpressScripts, in fact,  
13 and this is, you've got two examples in your  
14 entire report where that happened, you say  
15 ExpressScripts and Prescription Solutions.  
16 A. I don't think I even said  
17 Prescription Solutions in here.  
18 Q. Okay. But, in ExpressScripts what  
19 happened was, if you read Mr. Hill's deposition,  
20 is, in fact, Wyeth did allow Cenestin to go onto  
21 the ExpressScripts formulary, and didn't cancel  
22 its contract, did it?

4/1/2005 2:27 PM

136

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 MR. COHEN: Objection to form.  
2 THE WITNESS: When did they do that,  
3 in 2002?  
4 BY MR. DOBIE:  
5 Q. In 2000, and went on formulary in  
6 2001.  
7 A. Okay.  
8 Q. And, so when you say that the Wyeth  
9 wouldn't allow them to renegotiate, in fact,  
10 ExpressScripts they very much did, didn't they?  
11 A. If what you are saying is true, then  
12 yes, they did.  
13 Q. Have you read enough --  
14 A. I have not read any of the -- I  
15 haven't gone over the contracts again. No.  
16 Q. Okay. And, you haven't read the  
17 depositions close enough to know whether or not  
18 that is true or not?  
19 A. Correct.  
20 Q. All right. So when you are saying  
21 here that Wyeth wouldn't renegotiate, can you --  
22 I mean, is that based upon the work you did in

1 Q. And how about, you mentioned, was it  
2 MedImpact or Prescription Solutions?  
3 A. MedImpact is a part of  
4 ExpressScripts, I think, isn't it.  
5 Q. Is there another example, sir, that  
6 you have where Wyeth was unwilling to  
7 renegotiate?  
8 A. Other than the ones that were cited  
9 in my original report, I have not gone back  
10 through the contracts.  
11 Q. Okay. So, sitting here today, do  
12 you know whether there is anything beyond  
13 ExpressScripts -- strike that question.  
14 You say, on page 6, that: "There is  
15 no way that Duramed could provide the financial  
16 incentives needed to fight the Wyeth rebates."  
17 A. Yes.  
18 Q. And, then you talk about how Kolassa  
19 presents a financial analysis and so on.  
20 Did you review the Kolassa report,  
21 sir?  
22 A. Yes.

4/1/2005 2:27 PM

137

4/1/2005 2:27 PM

139

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 the Duramed case?  
2 A. Principally, yes.  
3 Q. And, so you don't know to what  
4 extent Wyeth, in fact, was willing to renegotiate  
5 with ExpressScripts, correct?  
6 A. I would -- yes. I can't say, my  
7 recollection today, that they were willing to  
8 negotiate with them since the original report,  
9 no.  
10 Q. You can't say that Wyeth was willing  
11 to?  
12 A. I can't say that I remember anything  
13 that occurred from my original report that would  
14 change my opinion.  
15 Q. Okay. But, you haven't done the  
16 work to look and see whether or not, in fact,  
17 Wyeth was willing to negotiate and allow Cenestin  
18 to be placed on the formulary at ExpressScripts,  
19 correct?  
20 MR. COHEN: Object to the form.  
21 THE WITNESS: Correct.  
22 BY MR. DOBIE:

1 MR. DOBIE: Let me show you what we  
2 marked as Exhibit 6.  
3 (Simon Exhibit Number 6  
4 marked for identification.)  
5 BY MR. DOBIE:  
6 Q. For the record, Exhibit 6 is a copy  
7 of portions of the expert report of Dr. Kolassa.  
8 Is this the expert report that you  
9 reviewed in this case, sir?  
10 A. It looks like part of it.  
11 Q. Okay. And, let me draw your  
12 attention to page 20 of Exhibit 6, again, the  
13 expert report of Dr. Kolassa.  
14 And, he provides examples here of  
15 different strategies that Duramed could have  
16 employed, where a managed care organization would  
17 receive the exact same amount of rebates from  
18 Duramed, if they had not had a contract with  
19 Wyeth on Premarin.  
20 Do you see that?  
21 A. That is what he is trying, yes.  
22 Q. And, do you have any reason to

4/1/2005 2:27 PM

138

4/1/2005 2:27 PM

140

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 disagree with the math that he uses here?

2 A. With where he gets his numbers, no,

3 I don't have any reason to disbelieve that.

4 Q. Okay. And, in other words, if, in

5 fact, Duramed had achieved a 10 percent market

6 share and offered a 40 percent rebate, and Wyeth

7 hadn't offered any rebate, in fact the managed

8 care organization would basically be in the same

9 position vis-a-vis rebates, right?

10 A. On Premarin.

11 Q. Right. Your point is, is that there

12 are, is that they had the, they, a company

13 competing against Wyeth would have also had to

14 have offered rebates on other products in order

15 to compete with Wyeth for Premarin?

16 A. That is a big part of it. But, I

17 don't, by the way, believe that this is feasible

18 either.

19 I don't argue with the math, I have

20 a problem with the logic in how that a company

21 like Cenestin is going to accomplish that 10

22 percent market share and what are the rebates

1 Q. Okay. But, when you say, sir, that

2 there is no way that Duramed could provide

3 financial incentives needed to fight the Wyeth

4 rebates he just told me that you haven't examined

5 Duramed's margins, so I guess I am wondering why

6 you don't believe that they could financially

7 provide the incentives to fight the Wyeth

8 rebates, to use your words, exactly as

9 Dr. Kolassa shows in his report.

10 A. I don't see what margins have to do

11 with it.

12 Q. Well, what do you mean when you say

13 that Duramed could not, or there is no way that

14 Duramed could provide the financial incentives

15 needed to fight Wyeth rebates?

16 A. First off, there's two things. One,

17 there is the rebate that Premarin uses, and then

18 there is the fact that Premarin has rebates for

19 all of their products included.

20 And Kolassa goes on to state that

21 this is how a company like Duramed could go about

22 getting these rebates or keeping the GPO or the

4/1/2005 2:27 PM

141

4/1/2005 2:27 PM

143

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 going to be in the following year.

2 If I am giving you a 40 percent

3 rebate today, what are you going to ask me for

4 tomorrow and the next year, and how long do I

5 have to continue giving you 40 percent rebates.

6 Q. Well, have you examined what

7 Duramed's margin was on Cenestin?

8 A. No.

9 Q. I mean, you are not suggesting that

10 they couldn't have profitably sold Cenestin with

11 a 40 percent rebate, are you?

12 A. That is not relevant.

13 Q. Well, why would it not be, if it

14 would be profitable for them to sell the product

15 with a 40 percent rebate, or even let's say a 60

16 percent rebate, why would it not be relevant?

17 A. Well, let me reverse the question,

18 would it be relevant for Premarin to offer 40 or

19 a 60 percent rebate?

20 Q. I don't follow you.

21 A. That is what you are asking for, a

22 40 or 60 percent rebate from Cenestin.

1 PBM whole, when Premarin or Wyeth comes back and

2 says, we are no longer going to give you rebates

3 on any of these products, that is way the

4 contract reads so you are going to lose

5 everything. There is no way it could be done.

6 In the first place, there is no way

7 that a company is going to go in, or should go

8 in, with a branded product and put the price of

9 that product at a 40 percent rebate where that

10 rebate is going have to continue year after year.

11 Q. Okay. So your first point is that

12 the rebate would be too rich and it would make

13 the sale of the product unprofitable for Duramed?

14 A. I am saying that Duramed did go in.

15 They did offer some people very high rebates in

16 order to try and get the product on the market,

17 and it still didn't matter. They still didn't

18 get the business, for a couple of reasons, one of

19 which is achieving that 10 percent market share

20 in the first year is going to be a monumental

21 task.

22 If they could increase that rebate

4/1/2005 2:27 PM

142

4/1/2005 2:27 PM

144

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 by 10, or that market share by 10 percent for  
2 Premarin, what would that have been?  
3 I mean, if I am on the other side of  
4 the fence, it is a PBM looking at this from the  
5 financial perspective, I would say, okay, you  
6 increase 10 percent I get three million bucks,  
7 Premarin increases 10 percent, oh my God, I get  
8 30 million bucks, I don't want your three.

9 Q. Do you, let's walk through these.  
10 When you say that it would be hard for Duramed to  
11 get a 10 percent market share for Cenestin, do  
12 you think that they could have gotten an 8  
13 percent market share, a 9 percent market share?

14 What do you think is a reasonable  
15 market share?

16 A. I don't think it is relevant because  
17 you are only talking about one customer, and here  
18 is part of the problem.

19 If you have one PBM that is trying  
20 to influence physician behavior such that they  
21 are going to try and get these physicians to  
22 convert to Cenestin, one PBM, and you've got the

1 just as high as Premarin, correct?

2 A. Yes.

3 Q. And, despite that, Wyeth, with its  
4 Protonix product and TAP Pharmaceuticals with its  
5 Prevacid product, have all competed and are now  
6 in a position where they have rebate contracts  
7 with managed care organizations, you're aware of  
8 that, correct?

9 A. And I believe they had them even  
10 before Prilosec went off the bank.

11 Q. So, if that is the case why could  
12 not Duramed compete the same way in the face of  
13 these rebates?

14 A. Because there is nowhere in the  
15 Prilosec rebates that said you cannot use  
16 Protonix, or you get no Prilosec or Astra-Zeneca  
17 rebates.

18 Q. And, what is the basis for your  
19 belief that those contracts don't exist as it  
20 relates to Prilosec?

21 A. I'm not allowed to say.

22 Q. Okay. And, if there are witnesses

4/1/2005 2:27 PM

145

4/1/2005 2:27 PM

147

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 doctor has got 12 different plans.

2 Now you get one of those saying I've  
3 got to increase it to 10 percent, and the doctor  
4 is saying, well, guess what, 90 percent of my  
5 patients are here I am not going to do this.

6 Q. So, you don't think it is possible  
7 for pharmaceutical companies to basically compete  
8 in the face of a rebate contract then?

9 A. No. I am not saying that at all.

10 Q. Okay. Well, aren't there many  
11 examples of products, I mean, you did work on  
12 Prilosec and helping Astra-Zeneca, when it was  
13 facing the launch of the generics and you told me  
14 in the last deposition you didn't work on the  
15 branding strategy, but you certainly are aware of  
16 the fact that there are a number of different  
17 branded products that have come out and have  
18 competed in the PPI category against rebate  
19 contracts that Astra-Zeneca offers, correct?

20 A. Yes.

21 Q. All right. And, at one time,  
22 Prilosec was a product that had a market share

1 in this case that have testified that, in fact,  
2 they had those exact same kind of contracts for  
3 Prilosec, are you just not aware of that?

4 A. You need to define what that means,  
5 when you say that kind of contract.

6 Q. A contract that provides that you  
7 would be the exclusive PPI within the class.

8 A. I am not saying that, I am not  
9 saying that. I am saying that you don't have a  
10 Prilosec contract that specifies one specific  
11 product cannot be on there.

12 There are contracts that are going  
13 to reward for one drug being there. There are  
14 products (sic) that are going to reward and a  
15 majority I believe, at least that I am aware of,  
16 from my experience, had two of the proton pump  
17 inhibitors as being available, Prilosec being one  
18 of them, and then the others fighting it out.

19 But, there is no contract that I was  
20 aware of, while looking at Prilosec, that  
21 specified this product will not be on --

22 Q. So, the, you are talking about the

4/1/2005 2:27 PM

146

4/1/2005 2:27 PM

148

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Medco agreement in this case where Medco and  
2 Wyeth affirmatively stated that adding Cenestin  
3 and three other products and increasing their  
4 market share was a way to earn additional  
5 rebates?

6 Is that what you are referring to?

7 A. No.

8 Q. Is it your understanding that the  
9 contracts in this case affirmatively provide that  
10 Cenestin could not be added to formulary?

11 A. They affirmatively state that no  
12 other conjugated estrogen could be added.  
13 Cenestin is the only one that was available.

14 Q. Okay.

15 A. So, by reflection, yes.

16 Q. All right. So, how was that  
17 operationally any different from a contract that  
18 said that Prilosec is going to be the exclusive  
19 product within the PPI category?

20 A. Because then you are saying, that  
21 would be like Premarin saying I am going to be  
22 the exclusive ERT.

1 want to make sure I understand here, when you are  
2 talking about the bundling, which is in this same  
3 section of your report, the total rebate package  
4 and how could Duramed compete against the total  
5 rebate package --

6 A. Uh-huh.

7 Q. -- have you made any examination in  
8 terms of the amount of rebates that Wyeth was  
9 paying on products beyond Premarin to these  
10 various managed care organizations?

11 A. Only during the initial, the first  
12 report that I wrote, where there was some data  
13 provided with the preemptive plan.

14 Q. Okay. So, in essence, in the  
15 preemptive plan there's examples of how a  
16 particular managed care organization could lose  
17 rebates beyond Premarin, it could lose it in OCS  
18 and so on?

19 A. Exactly, and there was some  
20 representative discussions back and forth to home  
21 office about, you know, here is what I told Joe  
22 Takitomo (ph.) at Prescription Solutions,

4/1/2005 2:27 PM

149

4/1/2005 2:27 PM

151

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Right. And, that is, in essence,  
2 what Prilosec did within PPIs, right?

3 A. What are you saying?

4 Q. Here is what I am getting at. With  
5 Premarin, there is numerous, consumers have  
6 numerous other estrogen and hormone replacement  
7 therapy choices in the typical formulary.

8 A. Correct.

9 Q. And, in contract, in the Prilosec  
10 category, a product that you worked on, it is  
11 often the case that it, that consumers will only  
12 have one or two choices at most, correct?

13 A. Let me rephrase that because the  
14 connotation that there is only one is, I don't  
15 believe, accurate.

16 The majority of them will have two,  
17 will have two PPIs on the market, Prilosec and/or  
18 one other one.

19 Now, Prilosec would give a larger  
20 rebate, certainly, if theirs could be the only  
21 one.

22 Q. Right. Okay, the other part, I just

1 whatever, was going to cost him if they decided  
2 to do this.

3 Q. Okay. Well, in -- and I want to  
4 make sure I understand this, because I asked you  
5 this last time, but, I am not sure I fully  
6 understood your answer.

7 Why is it that you believe that a  
8 big organization like, let's take Advanced PCS,  
9 has got what 70 million covered lives, it is a  
10 Fortune 500 --

11 A. It is more. I think the latest  
12 thing that I saw was in 2003 they had 55 or 56  
13 million, similar, the same size about as Medco,  
14 40 million of which are actually covered by their  
15 formulary.

16 Q. This is a publicly-traded company,  
17 right, Advanced PCS?

18 A. Yes, it is.

19 Q. Is it a Fortune 500?

20 A. I don't know.

21 Q. Okay. I mean, it is a sophisticated  
22 company you would certainly agree with that.

4/1/2005 2:27 PM

150

4/1/2005 2:27 PM

152

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 A. Uh-huh.

2 Q. Is there some reason why in a

3 company like in Advanced PCS you couldn't simply

4 turn to, let's say if they had a contract with

5 Wyeth that covered both oral contraceptives and

6 Premarin and others, why they couldn't simply

7 turn to a Johnson & Johnson and say we will take

8 oral contraceptives from you, if you could offer

9 us a better deal?

10 If you would turn to Lilly and buy

11 their, put Prozac on formulary, rather than

12 Effexor. Go to Astra-Zeneca, put Prilosec on a

13 formulary, rather than Wyeth's PPI Protonix.

14 Why could -- is it your belief that

15 a company like Advanced PCS couldn't do that?

16 A. No. My belief is that if Advanced

17 PCS wanted to do that, they could do it.

18 Q. Okay. And so --

19 A. I don't believe Duramed could

20 motivate them to do that. I think that the

21 decision that they are going to be making is

22 based on financially am I better off going to

1 would not be financially advantageous for a

2 company to switch to another supplier of oral

3 contraceptives, PPIs, sedatives and so on, if

4 Duramed, in fact, offered a better rebate deal

5 than what they were getting from Wyeth on

6 Premarin?

7 A. I think that if you are looking at

8 PBMs and these business entities, as you put it,

9 the large ones that are in Fortune 500, this is

10 the kind of thing that they are doing as a course

11 of business.

12 They are looking at, you know, their

13 contracts on a daily basis, what am I paying for

14 this, what am I paying for that.

15 What other monies am I getting for

16 Wyeth for doing, for being on the preferred drug

17 list at PCS, for doing the substitution programs,

18 for doing the announcements to pharmacists every

19 time a Cenestin prescription comes in.

20 What's Wyeth paying me to send a

21 message back to the pharmacist that says Premarin

22 is on my list.

4/1/2005 2:27 PM

153

4/1/2005 2:27 PM

155

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Johnson & Johnson, and what am I going to lose,

2 what else do I have to do?

3 Q. And, so when they are undertaking

4 that analysis in terms of whether they are better

5 off going to a Johnson & Johnson, you would have

6 to compare the prices that Wyeth is offering on

7 its oral contraceptives and its sedatives and its

8 PPIs and so on, and compare that from what you

9 could get from the competitors, correct?

10 A. I think that would be part of it.

11 Q. And, have you made any analysis in

12 terms of how Wyeth's prices for these other

13 products that were, to use your word, bundled,

14 how Wyeth's prices compared to the prices that

15 were being offered by Wyeth's competitors in

16 those categories?

17 A. How would I know that?

18 Q. Okay. So the answer is, no, you

19 haven't?

20 A. No.

21 Q. All right. Well, and, if you

22 haven't done that, then how do you know that it

1 And, by the way, I don't know that

2 Premarin is paying for that, but, those are

3 ancillary monies that they are getting.

4 They are looking at their whole book

5 of business. They aren't going to come in and

6 say, oh, you know what, these people have a

7 product that I am going to have to go back and

8 redo all of my contracts, redo everything, and

9 they actually want me to go out and say Wyeth,

10 I've got to cancel your contract.

11 That is just -- I have never heard

12 of such a thing. And, there is no way that

13 Duramed, by the way, is going to be able to talk

14 to these other manufacturers with competitive

15 products to make that happen.

16 I don't even know that it would be

17 legal for them to talk to those other

18 manufacturers.

19 Q. Well, if, as you said, if Advanced

20 PCS is so sophisticated and they are doing this

21 on a daily basis, why would Duramed have to do

22 anything other than offer a better price for its

4/1/2005 2:27 PM

154

4/1/2005 2:27 PM

156

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Premarin products, and then the Advanced PCSs of  
2 the world or Medcos then can then compare the  
3 prices that it's getting on the other products  
4 that Wyeth is offering?

5 A. I think that is my point. They went  
6 in, they offered them a price, and obviously  
7 there is no way that they could do that and get  
8 them to make that switch so that they could get  
9 on formulary.

10 Q. So, your point is, is that on an  
11 overall basis, you think that Wyeth was offering  
12 better prices across the basket such that it had  
13 the lowest prices for all of these products?

14 A. I am saying that they were getting  
15 rebates, let's say PCS, as an example, that they  
16 were getting rebates on products beyond just  
17 Premarin.

18 Whether it was the lowest price or  
19 not, I don't know. But, you have got to look at,  
20 and you've got to compare the entire market  
21 basket that they are getting from Wyeth.

22 Q. How many of these, you haven't

1 the contracts that have been produced in the  
2 litigation, counsel didn't provide those to you  
3 then for you to review and --

4 A. I didn't ask for them, they didn't  
5 provide them.

6 Q. All right. And so if you wanted to  
7 determine how many of these contracts were  
8 bundled, you could have looked at those  
9 contracts, but you didn't, correct?

10 A. Correct.

11 Q. Let me ask you about the section in  
12 your report that is Roman Numeral IV, it says  
13 that: "Cenestin did not have equal access to 60  
14 to 70 percent of managed care lives."

15 Sir, let me show you what was marked  
16 previously as Exhibit 301. I am sorry, I just  
17 don't have enough copies, so maybe you guys can  
18 share.

19 Sir, for the record, Exhibit 301 is  
20 a copy of a document that I think you have seen  
21 at least once before in your last deposition,  
22 correct, sir?

4/1/2005 2:27 PM

157

4/1/2005 2:27 PM

159

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 reviewed all of the contracts in this case, have  
2 you?

3 A. No.

4 Q. Have you made an analysis of how  
5 many of the contracts, in fact, were bundled, the  
6 way you have described it?

7 A. No.

8 Q. Have you looked to see whether or  
9 not Duramed was more successful with companies  
10 where it didn't have a bundled contract?

11 A. I, you know, that is really a  
12 difficult question, because even the Wyeth  
13 research that I reviewed in the first case,  
14 showed that something like 2 percent of contracts  
15 are bundled.

16 And, that these HMOs, et cetera,  
17 they don't like that. They are getting away from  
18 putting bundled contracts together, they want to  
19 deal on specific products.

20 So, I wouldn't know where to go to  
21 look.

22 Q. Okay. Well, in terms of looking at

1 A. Yes.

2 Q. And, this document is a document  
3 that was prepared by Duramed, and from the head  
4 of its managed care group, Marty Carter, and it  
5 lists the HMO formulary breakdown.

6 And if you turn to the page that is  
7 indicated here they go through these one-by-one,  
8 they've got the percentage of the market that is  
9 in open lives, the percentage that is three-tier,  
10 the percentage that is closed, at least as it  
11 relates to Cenestin, correct?

12 A. Okay.

13 Q. Do you see that on Page 10964?

14 A. Okay.

15 Q. And, it shows, it looks like, 65  
16 percent is in the open, three-tiers 11 percent,  
17 24 percent closed within HMOs, correct?

18 A. That is what it says.

19 Q. And then within the PBMs, they show  
20 on the very last page of Exhibit 301, 62 percent  
21 of the PBMs are open lives, three-tier is 30  
22 percent, and closed lives 8 percent, right?

4/1/2005 2:27 PM

158

4/1/2005 2:27 PM

160



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 A. Okay.

2 Q. And, then you have seen before

3 Exhibit 1079?

4 A. Right.

5 Q. For the record, Exhibit 1079 is a

6 copy of a document that you were shown last time

7 in your deposition, prepared by Viking Managed

8 Care Update, the group that called on managed

9 care for Duramed during the '99 to 2000/2001 time

10 period.

11 And, just drawing your attention to

12 the discussion on PCS on the very first page --

13 A. Okay.

14 Q. -- during this time period, looking

15 at the first paragraph, PCS was a group that had

16 what, somewhere around 45 million lives?

17 A. I take your word for it.

18 Q. That is just what the document says,

19 does that sound about right to you?

20 A. Uh-huh, yes.

21 Q. And the Viking person that wrote

22 this document, Mr. McNealey (ph.), notes that:

1 paragraph, that: "At this time, Cenestin is

2 considered non-formulary, however is being

3 reimbursed in the majority of their plans at the

4 \$13 co-pay level."

5 A. Right.

6 Q. Okay. Now, and you are aware, sir,

7 in fact that Viking recommended to Duramed that

8 they not seek rebate with certain managed care

9 organizations specifically because they were,

10 Cenestin was being covered and Duramed was

11 avoiding having to pay rebates to the managed

12 care organizations.

13 A. I am not aware of that. I was aware

14 that this person who wrote this was suggesting

15 that. But, I am not aware that they actually did

16 that as a strategy.

17 Q. Okay. Well, do you know of anybody

18 within -- well, what is your understanding of the

19 role of Viking other than to provide strategic

20 advice and to call on the major national PBM

21 companies?

22 A. I don't believe it was strategic

4/1/2005 2:27 PM

161

4/1/2005 2:27 PM

163

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 "PCS has decided to table the discussion review

2 of Cenestin.

3 "The decision was due to the

4 unavailability of the 1.25 milligram strength

5 which comprised 25 percent of the Premarin

6 utilization.

7 "However, due to the low net cost of

8 Cenestin versus competitive PRT products, they

9 agreed not to target Cenestin in the active

10 intervention program.

11 "This means that Cenestin will be

12 available at the same co-pay level as products

13 accepted for inclusion in the 2000 formulary

14 program and at least 90 percent of their book of

15 business or over 45 million lives," correct?

16 A. That is what it says.

17 Q. And, I mean, just another example,

18 they are talking about United Health Care, which

19 is a big HMO company is discussed at the second

20 page of Exhibit 1079.

21 A. Right.

22 Q. And they say, on the second

1 advice, but it certainly could have been. I

2 believe their role was to call on the managed

3 care companies.

4 Q. Did Duramed have any prior

5 experience with managed care before?

6 A. Not to my knowledge. No.

7 Q. Okay. And, do you understand that

8 the person that they hired to call on small

9 managed care companies, Marty Carter, had

10 formally been a high school gym teacher?

11 A. I didn't know that.

12 Q. So, the only managed care --

13 A. I used to be a newspaper boy. I

14 mean, what is the relevance?

15 Q. Well, the point is, is that the only

16 people advising Duramed on managed care update,

17 the only people advising Duramed on how to handle

18 managed care during this time period that had

19 experience was Viking, correct?

20 A. No.

21 Q. Who else?

22 A. They had a consulting company, I

4/1/2005 2:27 PM

162

4/1/2005 2:27 PM

164

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 believe, that they worked with when they  
2 developed their initial plan.  
3 When they put together their initial  
4 marketing plan at least that is what I remember  
5 from my original, from my deposition two years  
6 ago.  
7 Q. Who was the consulting company?  
8 A. I don't remember.  
9 Q. Are you talking about --  
10 A. Viking was doing the calling. No  
11 question. But they had consultation with other  
12 individuals with regard to managed care and what  
13 would be needed to do.  
14 Q. Before they launched the product?  
15 A. I believe before they launched the  
16 product.  
17 Q. Okay. Do you know whether or not  
18 that company considered, continued to consult  
19 with Duramed after they launched the product?  
20 A. I do not.  
21 Q. Okay. Are aware of any company  
22 other than Viking that had experience in the

1 A. I don't believe that they had that  
2 as a responsibility.  
3 Q. Do you think that they should have  
4 had that responsibility?  
5 A. I, again, will just have to say it  
6 depends on what kind of an agreement they had. I  
7 don't know.  
8 Q. So just by business terms, do you  
9 think it would have been advantageous, from a  
10 marketing standpoint, to have Solvay, if they  
11 were at, let's say, an ExpressScripts, also  
12 putting in their two cents for Cenestin?  
13 A. I think it could have been good. It  
14 could have been good, and it could have been bad,  
15 depending on their relationship.  
16 Q. Right. In fact, it could have been  
17 a detriment if, in fact, Solvay was out telling  
18 managed care companies about the products that it  
19 wanted to have on formulary that were in the  
20 estrogen class as opposed to Duramed's Cenestin  
21 product, correct?  
22 A. Theoretically, yes.

4/1/2005 2:27 PM

165

4/1/2005 2:27 PM

167

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 managed care industry that was consulting with  
2 Duramed on managed care strategy, other than  
3 Viking, after the launch?  
4 A. Other than, more than likely Solvay,  
5 no.  
6 Q. When you say more than likely  
7 Solvay --  
8 A. I can't imagine that Solvay was not  
9 being involved in one form or another.  
10 Q. Do you think it would be appropriate  
11 to have Solvay involved in calling on managed  
12 care for Cenestin?  
13 A. That is kind of a two-part question.  
14 Do I think it is appropriate? It depends on  
15 their relationship, and I don't know what their  
16 relationship was, but I cannot imagine that  
17 individuals from Solvay weren't calling on  
18 managed care customers and being asked about  
19 Cenestin, seeing as they were promoting it.  
20 Q. Do you think that the managed care  
21 organization of Solvay was, in fact, promoting  
22 Cenestin?

1 Q. Okay. Have you looked at all to see  
2 whether or not Solvay, in fact, obtained  
3 formulary placement from its managed care group  
4 for its estrogen products to the detriment of  
5 Duramed?  
6 A. No.  
7 Q. The data that we were talking about  
8 from Duramed, Exhibits 301, 1079, and, I mean, I  
9 have got lots and lots of these, where does that  
10 fit within the chart that you have on page 8 of  
11 your report?  
12 A. Where does this fit?  
13 Q. Yes, sir.  
14 A. I have no idea where this fits,  
15 because I am not looking at data that is provided  
16 by a pharmaceutical company. I am looking at an  
17 audit source like IMS in this table.  
18 Q. Okay. And, the information that you  
19 had here relates to pharmaceutical products  
20 generally, it is not Cenestin specifically,  
21 right?  
22 A. Correct.

4/1/2005 2:27 PM

166

4/1/2005 2:27 PM

168

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Okay. And, so we don't know,  
2 sitting here today, whether or not Duramed was  
3 only reimbursed by HMOs for Cenestin, and only, I  
4 don't know, just picking one that is here, 33  
5 percent is in the third tier is what I see as the  
6 overall number.

7 A. For open formularies?

8 Q. Yes. I am looking at, at your  
9 overall open formulary, you are not assuming that  
10 for Cenestin the HMOs that had three-tiers are  
11 not reimbursing Cenestin, I guess, in the second  
12 tier, are you?

13 A. I don't understand your question  
14 because this is not product specific.

15 What this is saying is basically  
16 what the Wyeth data was saying, and that is that  
17 when you look at formularies for HMOs, what you  
18 are going to find is that there is only 9.7  
19 percent of those defined as open that strictly  
20 have one tier.

21 Of all of the formularies in HMOs,  
22 9.7 percent of those formularies can be defined

1 understand is are you, when you say it is not  
2 possible that they are being, that there is  
3 enough plans, in fact, in a low cost category  
4 like estrogens, you are not disputing, are you,  
5 sir, that in fact the individual plan might be  
6 structured to have one, two-tier, or three-tier  
7 formulary couldn't make the decision to simply  
8 reimburse Cenestin at the second tier?

9 A. I am not saying that. What I am  
10 saying is I guess I am disputing his number for  
11 open, what he defines as an open formulary,  
12 versus what the audits say are open formularies.

13 Q. Okay. So your point is, he is  
14 saying, as you say in your report, that 65 to 70  
15 percent are open.

16 You are saying that that is not  
17 possible, but you are not disputing that, in  
18 fact, the products could still be being  
19 reimbursed at a second tier co-pay.

20 A. I am saying that I don't know who  
21 would be doing that, correct.

22 Q. Okay. Are you aware of any data

4/1/2005 2:27 PM

169

4/1/2005 2:27 PM

171

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 as totally open, or just one tier, everybody pays  
2 the same thing.

3 Q. Okay. I guess what I am trying to  
4 understand is how are you trying to use this data  
5 as it relates to how Cenestin was treated within  
6 HMOs?

7 A. Well, what I am basically saying is  
8 the fact that there is only so many HMOs that is  
9 open. He is referring to 60 to 75 percent of  
10 managed care lives being in open formularies, and  
11 that is just not true.

12 Q. Okay. But, if, in fact, what was  
13 going on is like let's take the example of, as  
14 Exhibit 1079 that we were just looking at, United  
15 Healthcare handles HMOs across the country, 44  
16 different regional plans.

17 A. Uh-huh.

18 Q. And they say that at the time  
19 Cenestin considered non-formulary, however it is  
20 being reimbursed at the majority of their plan at  
21 the \$13 co-pay, right?

22 And so what I am trying to

1 that shows how Cenestin was being reimbursed by  
2 HMOs, other than the documents produced by  
3 Duramed in this case?

4 A. Yes. By Wyeth documents.

5 Q. Okay. Wyeth documents that you are  
6 talking about, that's the Scott Levin data?

7 A. No.

8 Q. Let's look at your report here. You  
9 say -- oh, "Wyeth personnel," this is on Page 9  
10 of your report, "reported that Duramed's access  
11 to managed care was restricted by Wyeth's  
12 contracts."

13 A. Uh-huh.

14 Q. And, the basis for that, you've got  
15 this Footnote 3 here, this is WYE 23598 and  
16 117064, correct?

17 A. Uh-huh.

18 Q. Now, I looked, both of those  
19 documents relate to ExpressScripts. And those  
20 are situations where, you know, you've got the  
21 Sally Miller e-mails that we talked about before,  
22 where she told somebody at ExpressScripts that

4/1/2005 2:27 PM

170

4/1/2005 2:27 PM

172

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 they had a contract and expected people to live  
2 up to it and so on.  
3 A. Uh-huh.  
4 Q. That's what you have cited in your  
5 report.  
6 A. There were others. This, these are  
7 the ones, right, that I cited.  
8 Q. All right. Well, if there are  
9 others, why didn't you cite them in your report?  
10 A. You know I am new at this.  
11 Q. Okay. Well, I mean, this in terms  
12 of fairness to the Wyeth side, I mean, we try to  
13 look at what you have cited and make, see if we  
14 can understand why you've reached the conclusions  
15 and probe that.  
16 What documents are you thinking of  
17 that lead you to believe that Wyeth had the, its  
18 own belief that Cenestin was not reimbursed in  
19 60 to 75 percent of HMO lives at the same co-pay  
20 as Premarin?  
21 A. I don't remember. This was from my  
22 original report.

1 care, there are documents in this case, sir, that  
2 show what would happen when people would take a  
3 script.  
4 So you would have salespeople within  
5 Duramed who would take a script and take it to  
6 the Walgreen's and see what would happen, whether  
7 it would go through or not, and they would pull  
8 out I think a United Healthcare card, have you  
9 seen those documents?  
10 A. No, I have not.  
11 Q. Would that be relevant at all to you  
12 in terms of your understanding as to whether  
13 these products would be reimbursed at the same  
14 co-pay?  
15 A. Probably would.  
16 Q. And, if the documents show that in  
17 the majority of instances, well over the  
18 percentages that are indicated here, the products  
19 are being approved at a brand co-pay rate the  
20 same as Premarin, would that impact your  
21 conclusions at all?  
22 A. If the only thing occurring was that

4/1/2005 2:27 PM

173

4/1/2005 2:27 PM

175

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Here is what I am trying to  
2 understand.  
3 Is it your view, based upon the  
4 documents that you have seen in this case,  
5 that 60 -- strike that.  
6 Is it your view, based upon the  
7 documents that you have seen in this case, that,  
8 in fact, it is not accurate to say that 60 to 65  
9 percent of formularies are open?  
10 A. I am saying that.  
11 Q. Okay. And, here is what I am trying  
12 to figure out what you are not saying.  
13 You are not disputing that, in fact,  
14 Cenestin may be reimbursed at a second-tier  
15 co-pay in 60 to 75 percent of lives, correct?  
16 A. I am saying that it would be very  
17 hard to believe that that is happening, but it is  
18 possible.  
19 Q. Okay. Have you looked at the  
20 documents that in addition to sort of the reports  
21 that come in from Viking, or the summary reports  
22 from Marty Carter, who is in charge of managed

1 co-pay, then it might.  
2 The issue that I would have is if  
3 you look at the way PBMs are dealing with a lot  
4 of these issues, and as we started to get into  
5 before, the programs that PBMs offer like counter  
6 detailing to the physicians, like the messages  
7 that come up on the prescription at the  
8 prescription counter for their preferred drug  
9 lists.  
10 And even though a company like PCS  
11 is reputed to have Cenestin on at the same price  
12 or co-pay as Premarin, there are still a half a  
13 dozen other things that can go on that would make  
14 it more difficult for that prescription to be  
15 filled or for someone to try and change the  
16 doctor's mind and give them Premarin.  
17 Q. Let me ask you a couple more  
18 questions about your chart on page 8.  
19 Do you know what portion of the  
20 market falls within the commercial group, the  
21 Medicaid group, and the Medicare HMO market?  
22 A. I believe, and I don't have the

4/1/2005 2:27 PM

174

4/1/2005 2:27 PM

176

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 numbers right here, so, anything I am going to  
2 give you is a guess, but that the Medicaid and  
3 Medicare are very, very minimal.

4 And you can certainly see that when  
5 you look at Medicaid, which has open formulary as  
6 38 percent versus the total at 9.7, so it can't  
7 be impacting it too much.

8 And certainly I believe they are  
9 less than 10 percent both. But, I can't swear  
10 to it.

11 Q. And certainly, within Medicaid and  
12 Medicare, those would both be situations, though,  
13 where, by law, Cenestin would have to be  
14 available at the same level as Premarin, correct?

15 A. I don't know that. Is there a law  
16 that says that?

17 Q. Well, regulations or however.

18 A. I think each state handles their own  
19 Medicaid thing, and there are, even states have  
20 lists of drugs that they would prefer, or list as  
21 preferred.

22 Q. Okay. Have you made any

1 managing healthcare costs and more restrictive in  
2 terms of plan design than, let's say, PBMs?

3 A. I don't know that to be the case.

4 Q. Okay. Do you know one way or the  
5 other?

6 A. Don't know.

7 MR. COHEN: Gordon, excuse me, it is  
8 one o'clock. I was wondering if you are getting  
9 close to a break time.

10 MR. DOBIE: Yes, let's take a break.

11 THE VIDEOGRAPHER: Going off the  
12 record. The time is one o'clock.

13 (Recess -- 1:00-1:40 p.m.)

14 THE VIDEOGRAPHER: Back on the  
15 record. The time is 1:40.

16 BY MR. DOBIE:

17 Q. Mr. Simon, I want to ask you about  
18 Page 9 of your report, the portion of the report  
19 that is headed: "Restriction in 25 to 40 percent  
20 of Market is Sufficient to Seriously Affect  
21 Cenestin's sales."

22 You note in that section, you've

4/1/2005 2:27 PM

177

4/1/2005 2:27 PM

179

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 examination, in this case, whether or not  
2 Cenestin was on all of those lists?

3 A. No.

4 Q. Or whether they tried to get on the  
5 lists?

6 A. No.

7 Q. Would there be any formulary  
8 impediment, that you are aware of, that Wyeth had  
9 with any state in terms of formulary placement?

10 A. In terms of formulary, there is only  
11 three states that are really tough, New Jersey,  
12 Illinois and the other one escapes me. It could  
13 be Connecticut or Massachusetts, I don't  
14 remember.

15 But, there are other issues, because  
16 when you get programs like in Tennessee you've  
17 got TennCare which their programs are managed by  
18 Promark. Promark will actually manage their  
19 formulary and they will manage it for Medicare  
20 and Medicaid, I believe.

21 Q. Okay. Is it true generally, in your  
22 experience, that HMOs are more aggressive about

1 give an example of a drug being disadvantaged by  
2 a third of the doctors managed through patient  
3 load, and you say, assume a doctor has written 10  
4 prescriptions for a drug Cenestin that is not  
5 approved by three of those 10 patients' health  
6 plans.

7 That translates into three pharmacy  
8 calls, the office nurse must pull the chart and  
9 the doctor has to review it during and at the end  
10 of office hours, et cetera.

11 Here is my question for you, sir,  
12 are you aware as to whether or not that has  
13 happened in this case?

14 A. Specifically to Cenestin, no.

15 Q. All right. In fact, are you aware  
16 of whether or not prior authorizations are used  
17 in any significant extent by managed care as it  
18 relates to Cenestin and this entire low cost  
19 category?

20 A. I do not know if they have  
21 implemented prior authorization to Cenestin, no.

22 Q. And do you know whether or not NBC

4/1/2005 2:27 PM

178

4/1/2005 2:27 PM

180

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 blocks are used in connection with Cenestin?

2 A. I do not know that.

3 Q. Now, you cite, in the footnote to

4 this section you cite your experience with

5 Medi-Span, correct?

6 A. Correct.

7 Q. And, at Medi-Span you did a survey

8 of 12 to 24 physicians, correct?

9 A. Right.

10 Q. And, the purpose was to determine

11 whether there is demand for a product that would

12 tell doctors whether drugs were on formulary or

13 not?

14 A. Correct.

15 Q. And, no one ever brought the product

16 to market?

17 A. Correct.

18 Q. And, so, in other words, no one was

19 willing to basically put out money into a product

20 that would tell doctors whether or not products

21 were on formulary or not?

22 A. That would be a convenient

1 Q. Doesn't that suggest that there

2 might not be a market for determining -- that

3 there is not a market for a product that tells

4 doctors whether products were on formulary or

5 not?

6 A. I don't think that because a product

7 isn't on the market means that there is not a

8 market for it.

9 Q. Well, I mean, this is something that

10 you thought of doing, I guess at Medi-Span.

11 Have you read Dr. Gibson's report?

12 A. Yes.

13 Q. This is the same idea that

14 Dr. Gibson had at one point in his career, are

15 you aware of that?

16 A. No, but I take your word for it. It

17 is a problem.

18 Q. Does the fact that there is not a

19 service that tells doctors what products were on

20 formulary, isn't that supportive of the idea that

21 formulary status, by itself, doesn't matter?

22 A. I fail to draw that conclusion. And

4/1/2005 2:27 PM

181

4/1/2005 2:27 PM

183

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 conclusion, but that would not be right. The

2 reason the product never came to market was

3 because the company was sold, was purchased by

4 First DataBank.

5 Q. All right. Are you aware of anybody

6 that has ever sold a product that tells doctors

7 whether the products are on formulary or not?

8 A. Absolutely, yes.

9 Q. And what product is?

10 A. The pharmaceutical companies

11 continue to take publications around to the

12 doctors that show what products are preferred or

13 what products are on the formulary in their book

14 of business.

15 Q. All right. That wasn't my question.

16 My question is: Do you know whether or not

17 anyone has ever developed a product that is sold

18 that would tell doctors whether a product is on

19 formulary or not?

20 A. I don't know.

21 Q. You are not aware of any?

22 A. No.

1 I also don't know that there isn't a product like

2 that on the market.

3 Q. Let me ask you about, you talk about

4 spillover, it sort of starts there and then it

5 carries on to Page 10.

6 And, there is a quote that is in the

7 middle of the page on Page 10 that starts out

8 with: "I have patients from several, some claim

9 as many as 12 managed care organizations," and

10 you go on there.

11 Where did you get the language for

12 that quote, sir?

13 A. This is not a quote, and there is no

14 quotation marks. This is more a example of the

15 kinds of feedback that I was getting when I

16 talked to physicians.

17 Q. All right. When you -- you are

18 talking about when you talked to physicians in

19 connection with the Medi-Span project?

20 A. Yes.

21 Q. Where did you get your definition

22 for spillover?

4/1/2005 2:27 PM

182

4/1/2005 2:27 PM

184

10/14/2004 Simon, Paul Q.

10/14/2004 Simon, Paul Q.

1 A. Top of my head.

2 Q. Okay.

3 A. This is just the way I perceive,

4 what I perceive to be spillover.

5 Q. Is your thought of spillover almost

6 in the, as akin to habit?

7 A. Could be.

8 Q. Okay. So, for example, what you are

9 saying is that in the, to the extent that a

10 physician gets used to writing a prescription for

11 Premarin, because it is on formulary, that that

12 could carry over into the Medicaid or cash or

13 Medicare market, something like that, correct?

14 A. I agree.

15 Q. All right. And, do you think that

16 there is also habit that could be developed, for

17 example, from the physician writing a

18 prescriptions for Premarin for 40 years, that

19 without even knowing that that is on formulary or

20 not, that that too could carry over into the cash

21 or Medicaid market?

22 A. I agree.

4/1/2005 2:27 PM

185

10/14/2004 Simon, Paul O.

1 Q. And, do you think that there could

2 also be spillover in the sense that to the extent

3 that a physician learned, for example, that

4 Cenestin didn't have the 1.25 dosage, and they

5 had a significant portion of their patient

6 population that needed that size of a product,

7 that that could spill over into their prescribing

8 habits in the future for Cenestin?

9 A. I think that is possible for the

10 time that the product doesn't have a 1.25 product

11 on the market.

12 I think that frankly that really is

13 a paraphrase, which is what I did here, of what I

14 am saying later on in the document where I say

15 that, you know, if you look at the different

16 categories of business, and tell me if I am off

17 track from what your question was.

18 But, if you look at the different

19 categories of business, doctors do write the same

20 product for managed care, for cash, for Medicaid,

21 for Medicare.

22 If you look at the market shares of

4/1/2005 2:27 PM

186

1 Cenestin in all of these categories, or all of

2 these payer categories, it is basically the same.

3 Q. Do you think that doctors are unable

4 to differentiate between cash paying customers,

5 Medicare and Medicaid customers that they are

6 not, the doctors just aren't cognizant of the

7 fact that these are people that are, don't have

8 an insurance plan?

9 A. I don't know, your use of the word

10 cognizant, I don't think that this is the top of

11 mind thing for physicians when they have a

12 patient in the room is which healthcare plan do

13 they belong to, because I am going to use the

14 drug that is on that formulary.

15 Q. There are drugs that have been very

16 successful in being promoted to the cash market

17 that are not on the managed care formularies,

18 aren't there?

19 A. There probably are.

20 Q. Okay. Are you familiar with Lescol,

21 for example?

22 A. I am familiar with Lescol.

4/1/2005 2:27 PM

187

10/14/2004 Simon, Paul O.

1 Q. And Lescol is a product, it is a

2 lipid to reduce -- it is like a Lipitor and the

3 other cholesterol-reducing products, correct?

4 A. Uh-huh.

5 Q. And, Lescol was a product that was

6 introduced into the largely into the cash market

7 by having a deep discount, right?

8 A. But, they also tried to get

9 contracts with managed care as well.

10 Q. And, do you know what Lescol's

11 market share is within the cash market as it

12 compares to the managed care area?

13 A. I do not know.

14 Q. You said that you know that they

15 were trying to get contracts. Would you assume

16 that Lescol's market share would be the same

17 within managed care as it is within the cash

18 marketplace?

19 A. I wouldn't assume that at all. I

20 mean Lescol and Cenestin, it is a different

21 situation.

22 Lescol doesn't have the same generic

4/1/2005 2:27 PM

188

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 name as anything else that is in Lescol's  
2 category of products. So, I don't know that.  
3 Q. So --  
4 A. I think it is possible.  
5 Q. I mean, so in other words, you would  
6 recognize that there isn't always spillover, the  
7 doctors are able to differentiate between  
8 products and patients within the cash and insured  
9 market, correct?  
10 A. I think that there may be times when  
11 a doctor could make that. I don't think it is a  
12 doctor doing it as a course of business, asking  
13 his patient, well, are you going to be buying  
14 this.  
15 If a mother comes in and says, oh,  
16 my God, doc, I'm taking that Lipitor, and that  
17 stuff, I'm paying \$110 for.  
18 So now the doctor says, well, you  
19 know what, let me give you Lescol, because it is  
20 40 percent cheaper.  
21 So, I don't think that what you are  
22 asking and what the net result are necessarily

1 A. A year ago.  
2 Q. Well, isn't the first thing you do  
3 when you go in to see the physician they ask you  
4 for your insurance card?  
5 A. Yep.  
6 Q. When you go to the emergency, even  
7 in the emergency room --  
8 A. Now, wait a minute though. Who is  
9 it that asked you for the insurance card, it  
10 isn't the doctor.  
11 Q. Doesn't that go into the folder that  
12 is then handed to the doctor when you are sitting  
13 down with him?  
14 A. And in the two minutes that you see  
15 the doctor, I promise you, he is not looking,  
16 geez he's got MediMed prescription plan, that is  
17 XYZ. It's not happening.  
18 Q. You don't think that the doctors  
19 know, though, whether they have a patient that is  
20 a cash-paying patient, versus a patient that has  
21 got insurance?  
22 A. They might.

4/1/2005 2:27 PM

189

4/1/2005 2:27 PM

191

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 the same.  
2 Do you understand where I am coming  
3 from?  
4 Q. No, I don't. I mean, sir, if in  
5 fact the market share of Lescol within the cash  
6 market is four times that within managed care,  
7 doesn't that tell you that, in fact, doctors are  
8 drawing those types of distinctions?  
9 A. No, for just the reason I told you.  
10 If the patient, the doctors finds  
11 out after the patient comes back and complains  
12 about what he is paying for a medicine, then the  
13 doctor might change the prescription to something  
14 that he knows is less expensive, that the Lescol  
15 representative told him was less expensive.  
16 I don't know that the doctor is  
17 making an informed decision at the time they  
18 write that first prescription for Lescol, that,  
19 oh, this is a cash patient, I've got to give them  
20 something that is cheaper. I don't think so.  
21 Q. When was the last time you went to  
22 the doctor?

1 Q. Do you think doctors know that they  
2 have a patient that is a, let's say a Medicare  
3 patient versus an insurance or cash-paying  
4 patient?  
5 A. They might.  
6 Q. Have you ever looked at the data to  
7 see to what extent the doctors are, in fact,  
8 aware of whether the patients are paying cash  
9 versus insurance?  
10 A. Do you have such data? I have not  
11 looked at it.  
12 Q. All right. And so, in connection  
13 with preparing your report, you didn't look for  
14 that type of data?  
15 A. No.  
16 Q. You are not familiar with that type  
17 of data?  
18 A. No, I am not.  
19 Q. You state here that your own  
20 experience with physician interviews is they tend  
21 to use the products that generate the least calls  
22 from pharmacists and patients.

4/1/2005 2:27 PM

190

4/1/2005 2:27 PM

192



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Is that based upon your Medi-Span  
2 interviews?  
3 A. It is based on that as well as my  
4 experience in the field.  
5 Q. Okay. What experience in the field  
6 specifically are you --  
7 A. My experience calling on physicians.  
8 Q. Okay. And when was the last time  
9 you called on physicians?  
10 A. '83.  
11 Q. Okay. So, you are relying on your  
12 experience calling on physicians in '83 and your  
13 Medi-Span experience, anything else?  
14 A. Of a formal nature, no.  
15 Q. How about on an informal nature?  
16 A. Just talking to friends and being in  
17 marketing meetings and things like that. You  
18 continue to hear these things.  
19 Especially when you go to like  
20 they're having a convention in town right now for  
21 health information management companies.  
22 Some of these things have, they have

1 Q. And, the difference between the  
2 Premarin price and the Cenestin price at launch  
3 was less than a dollar, correct?  
4 A. This is correct.  
5 Q. And, what you are trying to explain  
6 in this section in this report is that this  
7 doesn't have to do with the cash market as much  
8 as it has to do with what insureds, what insured  
9 individuals would pay for Cenestin in the event  
10 that the product was not reimbursed at the  
11 second-tier co-pay, correct?  
12 A. Yes.  
13 Q. And, so what you have done is you  
14 have compared the cash prices for Cenestin versus  
15 the second-tier co-pays and that is on Table 3,  
16 for example.  
17 A. Correct.  
18 Q. Now, what is the basis for your  
19 belief that insured women that are going in to  
20 get a script for Cenestin that do not, that  
21 aren't, I guess, being reimbursed at the  
22 second-tier for the product would pay the cash

4/1/2005 2:27 PM

193

4/1/2005 2:27 PM

195

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 physicians that are on these committees. You  
2 talk to doctors, you hear the kinds of things  
3 that they are saying.  
4 But I can't say that anything  
5 relevant to this issue that we are discussing  
6 right now, that I have discussed, but I have  
7 heard nothing since that would change my mind.  
8 Q. Let me ask you about Section F of  
9 your report, that you say: "Retail prices are  
10 not insignificant compared to MCO co-payments."  
11 A. Right.  
12 Q. Now, and you have, for example, you  
13 have the cash prices of Premarin and Cenestin on  
14 Table 2 of your report on page 12, correct?  
15 A. Correct.  
16 Q. And, if you look through it, you've  
17 got for cash prices, for example, the difference  
18 between Premarin at launch and the .625 -- let me  
19 back up.  
20 The .625 milligram product is the  
21 most prescribed product, correct?  
22 A. Yes.

1 price, as opposed to the pharmacist, retail  
2 pharmacist's negotiated price with the  
3 manufacturer?  
4 A. I called about a half a dozen or so  
5 pharmacists and asked that question. And they  
6 gave me, frankly, cash prices that were  
7 significantly higher than these.  
8 Q. Okay. No, they told that you the  
9 cash prices are higher than what is in Table 2?  
10 A. Yes. But, you know, you can't go  
11 back and look at 2003. I can't call someone  
12 today and say what was your price in 2002.  
13 Q. My question is a different one?  
14 For the record, let me hand you what  
15 I have marked as Exhibit 7. Let me give you what  
16 we will mark as Exhibit 8.  
17 (Simon Exhibit Numbers 7 and  
18 8 marked for  
19 identification.)  
20 BY MR. DOBIE:  
21 Q. I will have you look at these while  
22 I am handing them to you, if you would, sir.

4/1/2005 2:27 PM

194

4/1/2005 2:27 PM

196

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 (Simon Exhibit Number 9  
2 marked for identification.)  
3 BY MR. DOBIE:  
4 Q. I will also give you Exhibit 9.  
5 Now, for the, record sir, Exhibits 7, 8 and 9  
6 are -- the first, Exhibit 7 is a document from  
7 Merck Medco, it is the retail Medicare Retail  
8 Network Schedule A and describes how they are  
9 going to reimburse the pharmacist.  
10 Exhibit 8 is the PCS Retail Pharmacy  
11 Program Services Benefit Plan, and Exhibit 9 is  
12 the Anthem Program Conditions for Community Rx  
13 National Medicare Risk Network. And I have got  
14 more of these if you need to see them.  
15 But, my question is, if you look,  
16 for example, at Exhibit 7, it indicates that the  
17 pharmacy is agreeing to charge the lower of the  
18 pharmacy's usual and customary price, or the  
19 average wholesale price minus some percentage  
20 plus a dispensing fee.  
21 Do you see that?  
22 A. Yes.

1 MR. COHEN: Gordon, excuse me, just  
2 for the record, I assume, since there is a lack  
3 of Bates numbers here, that these were not  
4 documents that were produced to us previously,  
5 correct?  
6 MR. DOBIE: These are not documents  
7 from Wyeth. These are documents that I obtained  
8 for purposes of cross-examination of the witness.  
9 MR. COHEN: Okay.  
10 BY MR. DOBIE:  
11 Q. And, so, for the record, sir, are  
12 you familiar with contracts like this between  
13 PBMs and pharmacies?  
14 A. I -- no, I was not.  
15 Q. Are you, did you ever ask  
16 Mr. Einhorn, who represents CVS or Rite Aid in  
17 the one discussion you had with him, about what  
18 contracts CVS and Rite Aid might have with  
19 managed care organizations?  
20 A. No, I did not.  
21 Q. And, you understand this, sir, that  
22 in terms of your charts here, when you are

4/1/2005 2:27 PM

197

4/1/2005 2:27 PM

199

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Under Part A?  
2 A. Right.  
3 Q. And, if you go to Exhibit 8, this is  
4 the PCS version of their pharmacy contract. In  
5 the very first bullet point the pharmacy is being  
6 asked to accept reimbursement based on the lower  
7 of the average wholesale price less a  
8 percentage --  
9 A. Where are you now?  
10 Q. First bullet point. And a  
11 dispensing fee, or the, what's called the MAC for  
12 applicable generic drugs plus a dispensing fee,  
13 or by a pharmacy's usual and customary price.  
14 And then in Exhibit 9 we've got the  
15 Anthem version and they again talk about, for  
16 those products not on our MAC list, the pharmacy  
17 is supposed to charge the lesser of the AWP minus  
18 a percentage plus a dispensing fee, or the  
19 dispensing pharmacy's usual and customary charge.  
20 Do you see that?  
21 A. Yep.  
22 Q. Okay.

1 comparing the co-pays as indicated in Table 3 to  
2 the cash price, that, in fact, for insured  
3 customers at least as indicated within Merck  
4 Medco PCS and Anthem, that, in fact, the pharmacy  
5 would charge the patient the lower of the usual  
6 customary or the AWP minus a percentage plus a  
7 dispensing fee?  
8 A. Uh-huh.  
9 Q. You have to respond verbally.  
10 A. Yes.  
11 Q. And, so this chart -- here is what I  
12 did to try to move the discussion along. You  
13 have that data on page 12, at least as it relates  
14 to Cenestin prices for one year.  
15 And so, here, for example, down at  
16 the bottom you've got Cenestin prices and you've  
17 got PBM, you've got an AWP minus 12 percent plus  
18 a \$2 dispensing fee.  
19 A. Right.  
20 Q. Again, it is blacked out in these  
21 documents.  
22 A. Right.

4/1/2005 2:27 PM

198

4/1/2005 2:27 PM

200

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. But, do you know if that is --  
2 A. Why is it blacked out?  
3 Q. This is the way it was produced to  
4 me by the pharmacies.  
5 A. Okay.  
6 Q. Do you know whether or not the this  
7 formula that you have on page 12, AWP minus  
8 12 percent plus \$2, is a fairly common formula  
9 that is used in connection with determining the  
10 negotiated price between a pharmacy and a managed  
11 care organization?  
12 A. I do not know that. I used a number  
13 that was used by --  
14 Q. Dr. Schafermeyer?  
15 A. Or McDonough, one of the two.  
16 Q. Schafermeyer. Do you have any  
17 reason to disagree with that?  
18 A. With regard to PBM reimbursement?  
19 Q. Yes.  
20 A. No.  
21 Q. Do you have any reason to disagree  
22 that that is not a -- with Dr. Schafermeyer's

1 on Table 2.  
2 Q. Right. But, when patients pay  
3 16.92, that is what they pay, that is what a  
4 situation where they are paying cash.  
5 That is not a situation where they  
6 are paying the negotiated price.  
7 A. Correct. Yes, it is. It includes  
8 all of them. This is all of it.  
9 Q. Okay. And, what is the basis for  
10 your belief that that is, in fact, the case?  
11 A. Because this is from IMS data, every  
12 patient that goes in and pays cash for a product  
13 comes up with, adds up to this average price.  
14 Q. Well, look at your example here, for  
15 example, where you've got the negotiated --  
16 you've got this \$19.89 here, which is an AWP  
17 minus 12 percent plus a \$2 dispensing fee.  
18 A. Right.  
19 Q. That is for the time period first  
20 half of 2002, all right. 19.89, right, compare  
21 that to what you have in the first half of 2002  
22 for the cash price, you are showing \$23.08 for

4/1/2005 2:27 PM

201

4/1/2005 2:27 PM

203

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 conclusions that pharmacies typically, their  
2 negotiated price is an AWP minus a certain  
3 percentage plus a dispensing fee?  
4 A. Based on what you are showing me  
5 here, I have no reason, but I don't have any idea  
6 what the negotiated price would be or how many  
7 companies would offer that.  
8 Q. Okay. If, in fact, an insured  
9 patient paid the negotiated price because it was  
10 lower than the usual and customary cash price,  
11 then you would have to, you would have to adjust  
12 your Table 2 and Table 3, correct?  
13 And that was, in fact, what  
14 typically happened for insured customers?  
15 A. Actually, you know, that is an  
16 interesting -- an interesting approach. But, the  
17 data that you are looking at in Table 2 is audit  
18 data that frankly should include that.  
19 Q. This is data that shows the cash  
20 price for the product.  
21 A. This is data that shows what  
22 patients paid for the product, not the cash price

1 the same size dosage.  
2 A. I am showing \$22.24.  
3 Q. Oh, for Cenestin, all right. So the  
4 difference is \$2.80 or something?  
5 A. Something like that.  
6 Q. Here is all I am getting at. You  
7 don't, when you prepared your chart, and you put  
8 this table together, you are comparing the cash  
9 prices to the, to second-tier co-pays, as opposed  
10 to the pharmacist's negotiated price, correct?  
11 A. Correct.  
12 Q. All right. Now, let me ask you  
13 about --  
14 A. No. Actually to the PBM price.  
15 Q. To the PBM, okay. Let me ask you  
16 about page 5, I am sorry, page 14, Roman  
17 Numeral V.  
18 MR. COHEN: Just, are you finished  
19 with this line of questioning?  
20 MR. DOBIE: No, I am not quite done.  
21 MR. COHEN: I just wanted to  
22 interpose what will be a continuing objection to

4/1/2005 2:27 PM

202

4/1/2005 2:27 PM

204

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 the use of these documents.  
2 Two of these documents have no date  
3 on them. One of these documents is dated  
4 November of 1997. So, I object on the basis of  
5 the relevance, because there is no date on these  
6 documents.

7 BY MR. DOBIE:

8 Q. Well, if I showed you ones from  
9 other time periods, would that make any  
10 difference to any of the testimony as you gave  
11 here today, if they have the same formula?

12 A. From my testimony?

13 Q. Yes, sir.

14 A. No.

15 Q. You say, at page 11 of your report:  
16 "Retail pharmacies typically built PBMs and MCOs  
17 on a formula lower than the manufacturers' list  
18 price," you say, "it's an AWP minus 12 percent  
19 plus the \$2 dispensing fee, e.g., McDonough  
20 report at 20." Okay?

21 A. Okay.

22 Q. Is it your understanding that that

1 minus 12, which is \$88 plus the \$2, minus any  
2 co-pays they collect.

3 Q. And that is how it worked when you  
4 worked in a pharmacy?

5 A. Yes. Is that different than what  
6 she is saying?

7 Q. I believe so. But that's --

8 A. Interesting.

9 Q. The heading here, Duramed marketing  
10 contains all elements in the standard  
11 pharmaceutical market -- elements were executed  
12 in a standard manner.

13 Now, sir, in your report that we  
14 marked at the beginning of the deposition you,  
15 this section of your report you removed a number  
16 of different paragraphs, and you are welcome to  
17 look at it to see, but it was basically a  
18 discussion of how the plan was typical for a  
19 small company.

20 Do you recall that?

21 A. Uh-huh.

22 Q. And, you have changed that, or taken

4/1/2005 2:27 PM

205

4/1/2005 2:27 PM

207

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 is how retail pharmacies bill PBMs?

2 A. Pretty much, yes. It is my  
3 understanding that is what McDonough thinks.

4 Q. Where did you get that  
5 understanding, just from McDonough?

6 A. No. That is pretty much how we used  
7 to do it when I was a pharmacist.

8 Q. Okay. Does a pharmacy pay AWP for  
9 a, for product?

10 A. No.

11 Q. What do they pay?

12 A. Something less than AWP.

13 Q. So, they'll pay just a list price?

14 A. Let's say AWP minus 14 percent, 15  
15 percent.

16 Q. All right. And, then they get  
17 reimbursed after they fill a prescription by in  
18 terms billing back the PBM at the higher AWP rate  
19 even though they bought it at 14 percent less  
20 than that?

21 A. They bought it at 80, the AWP is  
22 100, they sell it, they bill it back at the AWP

1 that language out. Is there any reason why you  
2 did?

3 A. No.

4 Q. Do you think that the plan was  
5 typical for a small company like Duramed during  
6 that time period?

7 A. I think it was typical for a --  
8 Duramed company, yes.

9 Q. For a company of its size and  
10 sophistication and so on?

11 A. Yes.

12 Q. Now, you'll recall the Duramed's  
13 sales goals for the first 18 months were 100 to  
14 150 million in sales?

15 A. I believe it was a 6 percent market  
16 share at the end of 18 months, yes.

17 Q. And which, I think we talked about  
18 this last time, Mr. Arrington told stock analysts  
19 that he would hit 100 to 150 million in sales; do  
20 you recall that?

21 A. I do recall that.

22 Q. And, you deny in your report, on

4/1/2005 2:27 PM

206

4/1/2005 2:27 PM

208

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 page 14, that a company needs to spend 100  
2 percent of expected first year annual sales on  
3 promotion.  
4 A. Yes.  
5 Q. And, you say that is not a standard  
6 formula, but you don't have any cite in your  
7 report.  
8 Do you have a cite for that  
9 statement, sir?  
10 A. No.  
11 Q. And, in your last deposition, I  
12 showed you what we marked as Exhibit 1080.  
13 A. Right.  
14 Q. Right. For the record Exhibit 1080  
15 is a copy of a document produced by the United  
16 States Congress, Office of Technology Assessment,  
17 and it includes the esteemed Stephen Chantelmeyer  
18 (ph.), one of the experts that have been hired in  
19 this case as one of the project staff and  
20 principal contractors.  
21 Do you recall this document?  
22 A. Yes, I do.

4/1/2005 2:27 PM

209

10/14/2004 Simon, Paul O.

1 Q. And you recall that this study was  
2 based upon an analysis of six large United States  
3 pharmaceutical companies that make up 65 percent  
4 of pharmaceutical sales?  
5 A. Yes, I do.  
6 Q. And, that 100 percent, on average  
7 they spent 100 percent of their sales on  
8 marketing during the first year, right?  
9 A. I could believe that. I don't  
10 remember reading that. But, I could believe  
11 that.  
12 Q. Let me show you page 79 of the  
13 report. It is a --  
14 A. Okay.  
15 Q. It is a chart that shows promotion  
16 and advertising costs as the second item from the  
17 bottom. And it shows 100 percent of year one  
18 sales, 50 percent for year two.  
19 Do you see that?  
20 A. I see it. I don't know what it  
21 means, but I see it.  
22 Q. Okay.

4/1/2005 2:27 PM

210

1 MR. DOBIE: Well, let's go off the  
2 record. And while we do that, I will ask you to  
3 look at pages, it is explained in more detail on  
4 pages 91 and 304 of the exhibit.  
5 You can change the tape.  
6 THE VIDEOGRAPHER: This marks the  
7 end of videotape number two in the deposition of  
8 Mr. Paul O. Simon. We are going off the record.  
9 The time is 2:13.  
10 (Recess -- 2:13-2:16 p.m.)  
11 THE VIDEOGRAPHER: This marks the  
12 beginning of videotape number three in the  
13 deposition of Paul O. Simon. We are going back  
14 on the record. The time is 2:16.  
15 BY MR. DOBIE:  
16 Q. Mr. Simon, I drew your attention to  
17 a few different pages in the document, we had  
18 page 79, page 91, as well as page 304, that all  
19 talk about United States Congress, Office of  
20 Technology Assessment assuming marketing expenses  
21 in the first year after product approval  
22 equalling their total worldwide sales and the

4/1/2005 2:27 PM

211

10/14/2004 Simon, Paul O.

1 second year being equal to 50 percent of  
2 worldwide sales.  
3 Do you see that?  
4 A. We are back on page 91 now?  
5 Q. That was off 304, but, I think it is  
6 the same data on all three of those pages.  
7 A. All right. I am still thinking this  
8 thing through. On page 304, right. Repeat that  
9 again.  
10 Q. Those are all examples from United  
11 States Congress' document here that we have  
12 marked as Exhibit 1086 of how that being  
13 essentially a standard rule of thumb the  
14 companies are spending 100 percent of their  
15 worldwide sales on marketing during their first  
16 year.  
17 And, I guess, in light of that, you  
18 know, does that, how do you square that, sir,  
19 with the fact that you are denying in your report  
20 that there is any standard formula that companies  
21 are expected to spend first year annual sales on  
22 promotion?

4/1/2005 2:27 PM

212

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 A. I think that if you look at here and  
2 they even say that they assumed that they were  
3 going to be spending 100 percent of their first  
4 annual year sale.

5 It doesn't say that they measured  
6 and that is what they did. But, besides the  
7 fact, even if they did what you are going to find  
8 is like any other product some are going to be  
9 higher, some are going to be lower, and it  
10 depends on the kind of product.

11 If you are coming out with a  
12 product, first off, there is six companies in  
13 here at least from the names that I have picked  
14 out, all of them are large pharmaceutical  
15 companies that aren't going to bother with a  
16 product, frankly, would never even consider  
17 bringing a product to the market that is going to  
18 generate \$100 million in sales.

19 Q. Okay.

20 A. So, to the extent that they are  
21 going to spend, you know, to build a product, I  
22 would love to see, and one of the products that

1 marketplace.

2 Q. Let me ask you this, because I asked  
3 you this in your last deposition and you asked  
4 for a copy of that report, and you got your  
5 deposition, you got the exhibits, and that was  
6 two years ago.

7 Two years ago, sir, I asked you the  
8 question can you think of any brand  
9 pharmaceutical product that got \$100 or \$150  
10 million in sales without spending \$100 to \$150  
11 million in marketing and you said, off the top of  
12 my head, your answer was I cannot.

13 A. No.

14 Q. Sitting here today, two years later  
15 having had this document, can you name any  
16 branded pharmaceutical that got \$100 or \$150  
17 million in sales without spending \$100 or \$150  
18 million in advertising expenses.

19 A. I have not researched it.

20 Q. Okay. And you have been looked at  
21 the marketing issue either?

22 A. No.

4/1/2005 2:27 PM

213

4/1/2005 2:27 PM

215

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 they mentioned in here was verapamil, Isoptin, I  
2 would love to see, because there were other  
3 manufacturers that came out with preparations of  
4 verapamil, what that second or third manufacturer  
5 actually put in to their sales efforts for their  
6 product.

7 Q. Why would you want to see that?

8 A. To see if they invested in 100  
9 percent to get that.

10 Q. All right. And, if they did, what  
11 would that tell you?

12 A. It would tell me that that is what  
13 they did. They invested 100 percent.

14 Q. And would that also tell you that  
15 that would be a rule of thumb?

16 A. It would tell me that in that  
17 particular case as well, they would do that.

18 When I look at this and the one  
19 thing they do say is these are all NCEs, these  
20 are all new chemical entities that are being  
21 introduced, not a product that, as Kolassa calls  
22 it, a me-too drug that is already in the

1 Q. And let me show you a document that  
2 was marked in your last deposition as Exhibit  
3 Number 1081.

4 A. This is the same one you told me  
5 last time; isn't that right?

6 Q. Yes, sir. And specifically, this is  
7 the IMS study that was done of products that were  
8 launched throughout the whole 1990s, and the  
9 average amount of promotional spend, average  
10 amount of share of voice that they spent --  
11 promotion spend in order to achieve certain  
12 results.

13 A. Uh-huh.

14 Q. And, we looked last time, and let me  
15 draw your attention to page 18 of the report,  
16 "According to this IMS data, there is no  
17 product" -- this is page 18 -- "that ever  
18 achieved more than a 5 percent market share after  
19 one year without spending at least or having at  
20 least a share of voice of 20 percent or more,"  
21 correct?

22 A. That is what this says.

4/1/2005 2:27 PM

214

4/1/2005 2:27 PM

216

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. And. I asked you, at your last  
2 deposition, at pages 205 and 206 of the  
3 deposition: "Can you name for me one product  
4 that didn't have a 20 percent share of voice that  
5 got a 5 percent market share, one branded  
6 product?"

7 And you answered: "I just haven't  
8 thought about it, I will get back to you.

9 "Okay," I said.

10 "Answer: I'll think of some.

11 "Question: Please do."

12 And then you say: "Can I keep  
13 this?"

14 And I said: "Yes."

15 A. But, you never gave me your business  
16 card.

17 Q. In the two years, sir, since your  
18 last deposition are you now able to name one  
19 product that achieved a 5 percent market share  
20 that didn't have a 20 percent share of voice?

21 A. I have not done the research to see  
22 what products might. I could tell you a few

1 force that was inexperienced," and so on.

2 And your response to all of that is:

3 "Well, it was done in a standard manner and it  
4 was done in an appropriate manner."

5 A. No, my response is that that is not  
6 what the audits show.

7 Q. What you are saying is that at least  
8 in terms of the sales call they are just at  
9 effective as Premarin or almost as effective and  
10 so on.

11 I guess my question to you is this,  
12 though, sir, if this is a marketing plan that is  
13 typical for a small company that is executed in a  
14 standard manner, all right, take away all of my  
15 criticism.

16 Why do you think that Cenestin would  
17 nevertheless do much better than any other  
18 product in terms of achieving sales three times  
19 what would be predicted based upon its  
20 promotional span and share of voice?

21 A. I am saying that no matter what they  
22 had done, if they hadn't had the roadblocks of

4/1/2005 2:27 PM

217

4/1/2005 2:27 PM

219

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 products I might look at.

2 Q. All right. What products would you  
3 look at?

4 A. Nexium.

5 Q. Okay. Any others?

6 A. That would be the first one, I mean  
7 that would be the one that would come to mind.

8 Q. All right. Any others?

9 A. No. If you are -- now, let me back  
10 up a step. Depending on where we're -- what  
11 we're talking about, there are certainly products  
12 on the market that would get more than a 20  
13 percent share with less than 20 percent share of  
14 volume in the generic market.

15 Q. Right. I am talking about branded  
16 products.

17 A. Okay.

18 Q. Let me ask you this, the point of  
19 your Section 5, if I understand it correctly, is,  
20 "I can be critical, obviously, that Cenestin is  
21 an inferior product, poorly marketed with limited  
22 indications, advanced by too small of a sales

1 formularies in stopping them from getting the  
2 prescriptions filled, they would have done  
3 better.

4 I am saying they had the right  
5 promotional messages, they did what they needed  
6 to do to research and see what the take was from  
7 the physicians.

8 They changed the messages at  
9 appropriate times. They did the detailing and  
10 sales efforts that they needed to do. They were  
11 reaching the physicians with messages that were,  
12 they felt to be important.

13 But, if the prescription can't be  
14 filled at the drugstore, so what.

15 Q. But, here is my point. When you say  
16 that they were doing all of these things, okay,  
17 my question is -- let's assume you are right.

18 Let's assume that they are  
19 absolutely right, they are doing all of these  
20 things, in an adequate manner, and I disagree  
21 with that. But, let's set that aside and say  
22 that they were.

4/1/2005 2:27 PM

218

4/1/2005 2:27 PM

220

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Why do you think that they would do  
2 any better than all of the other pharmaceutical  
3 companies with all of the other pharmaceutical  
4 products that have launched their products and  
5 advanced them in the exact same way that Duramed  
6 did?

7 A. Because they weren't launching a  
8 product the same way that these people are. When  
9 you are going to market with a product like  
10 Cenestin, or something that is a new chemical  
11 entity, it is different than if you are going to  
12 the market with a product that is already in the  
13 marketplace and you can position yourself  
14 directly against it, such as Premarin.

15 You don't need to go, I don't have  
16 to go out and put promotional dollars to the  
17 market to say, hey, you should be using  
18 conjugated estrogens, they are already being  
19 used.

20 Q. Well, by that logic, Wyeth could  
21 have decided when it launched Protonix, that  
22 because Prilosec was already out there with

1 or on the market.

2 A. Correct.

3 Q. And, at the time that Wyeth did that  
4 study, no one knew what the indications were  
5 going to be for the product; were you aware of  
6 that?

7 A. What difference did that make? When  
8 they asked the question to the pharmacists would  
9 you, and they clarified it I believe later on in  
10 the research, would you consider making this  
11 switch, they said yes.

12 Q. Okay. And do pharmacists prescribe  
13 drugs?

14 A. No. They fill prescriptions.

15 Q. Okay. So the doctors (sic) who fill  
16 prescriptions, what research were you aware of  
17 where physicians said that they believe that  
18 Cenestin and Premarin were interchangeably?

19 A. I am not aware of any.

20 Q. Okay. And, as a chemical matter,  
21 Premarin and Cenestin aren't identical, are they?

22 A. They are different I believe in the

4/1/2005 2:27 PM

221

4/1/2005 2:27 PM

223

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Astra-Zeneca, and Prevacid was already out there  
2 with Tap that it didn't need to spend any dollars  
3 either.

4 A. That is not true. Because that was  
5 an NCE.

6 Q. Wyeth's was a new chemical entity?

7 A. Yes, it was.

8 Q. And your view was that Cenestin was  
9 the same chemical entity as Premarin?

10 A. Yes. In physicians' minds, in  
11 patients' mind, in the pharmacists' minds, in the  
12 research that Wyeth did, their conclusion was  
13 that 83 percent of these pharmacists could make  
14 this leap.

15 Q. Okay.

16 A. And, if there is a class effect, if  
17 there is a belief that the two products, even  
18 though the FDA says you can't use it for  
19 osteoporosis, if that exists --

20 Q. All right. The study that you are  
21 making this opinion on, that is a study that was  
22 done by Wyeth before Cenestin was even approved

1 whatever the 8-9 Delta, whatever, but, yes,  
2 you're right.

3 Q. And --

4 A. They are not generically equivalent,  
5 they are not AB rated, if that is what you are  
6 asking.

7 Q. And, is it your view that Duramed  
8 could nevertheless achieve sales of \$100 to \$150  
9 million with a share of voice of 8 percent and  
10 not spending even half of what they expected  
11 first year sales to be on marketing, because the  
12 product was similar to Premarin?

13 Is that your point?

14 A. I guess, what I need to tell you is  
15 I can't predict what they would have done, or  
16 what their market share would have been had they  
17 put in another four, five, \$600,000 for  
18 promotion. I don't know.

19 Q. Did you examine what the other  
20 pharmaceutical companies achieved in terms of  
21 sales in relation to the number of details?

22 A. What, as in here?

4/1/2005 2:27 PM

222

4/1/2005 2:27 PM

224



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. Yes, sir.

2 A. I took this to be accurate. This is

3 true.

4 Q. Have you examined, for example, the

5 James' report in this case? I didn't see it on

6 your list.

7 A. No.

8 Q. Dr. James went through and analyzed

9 the number of details and then correlated the

10 details to market share, somewhat like

11 Dr. Kolassa's report.

12 Would you think, look at your

13 Table 6, for example, in truly determining the

14 effectiveness of a detail, isn't the best way to

15 do it to compare the number of prescriptions that

16 are generated per detail?

17 I mean, if you want to figure out

18 how your sales force is selling to doctors, isn't

19 the best way to do it to see whether or not the

20 doctors write scripts as a result of those

21 details?

22 A. You raise an interesting point. In

1 consider, or you did not or were not able to do

2 written, and you did not do, did not do an

3 analysis of the number of prescriptions filled in

4 proportion to the detailing.

5 A. No.

6 Q. Would it be relevant to you in

7 determining whether or not Duramed's, Duramed

8 faced an impediment as a result of Wyeth's

9 contracts, how other pharmaceutical, or how other

10 pharmaceutical companies selling the estrogens

11 did in this category?

12 A. No, because none of them were

13 excluded, or were included in the sole source

14 situation, so what they did doesn't matter, does

15 it?

16 Q. Well, if -- have you considered at

17 all whether or not because the others, as you put

18 it weren't included in the sole source contract

19 language, whether their prescriptions were any

20 higher, or whether they achieved any more

21 prescriptions per detail than let's say Wyeth

22 did, or Cenestin? Let me restate it.

4/1/2005 2:27 PM

225

4/1/2005 2:27 PM

227

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 a perfect world, I think you are probably right.

2 If the prescription can't be filled,

3 what good is it?

4 Q. But, here's the question, did you

5 look at how many prescriptions were written for

6 Cenestin in relation to the number of details

7 that were done?

8 A. First off, you can't look at the

9 number that are written. You can only look at

10 the number that are dispensed.

11 Q. Okay.

12 A. So, did I look at what was dispensed

13 as opposed --

14 Q. Yes, sir.

15 A. No.

16 Q. And, did you look at how many were

17 written in relation to the number of details?

18 A. Again, you mean filled?

19 Q. Your point is that there is not a

20 data source to do written?

21 A. Exactly.

22 Q. All right. And, so you didn't

1 Have you considered at all how any

2 other pharmaceutical companies did in terms of

3 their sales of estrogen products by comparing the

4 number of prescriptions written in relation to

5 the number of details that their sales force did

6 on physicians?

7 A. Here, again, it gets back to the

8 same issue that we have talked about here. If

9 you are talking about products that are

10 different, I can't compare them. It is not an

11 analogous situation.

12 Q. So, your point is, is that overall

13 your view is Duramed could spend less money

14 marketing this product because it could

15 essentially be viewed in doctors' minds as much

16 like Premarin?

17 A. That is part of it. The other part

18 is if you are looking at a product like FemHRT,

19 for the sake of argument, you are looking at it

20 as a promotion against Premarin, Estrace,

21 Estropiate, the generics and all of those other

22 things.

4/1/2005 2:27 PM

226

4/1/2005 2:27 PM

228

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 If you are looking at a product that  
2 is a conjugated estrogen, showing against a  
3 conjugated estrogen, you are not, how do you  
4 define this market?

5 What is the market, is there a  
6 market just Premarin? And are you only looking  
7 at how the details, et cetera, would affect  
8 against the conjugated estrogen?

9 Is that the market, or now is it all  
10 ET and HT? So, I don't know that it is totally  
11 relevant.

12 Q. I just want to understand your  
13 opinion. We may disagree on this, but I just  
14 want to make sure that I understand it.

15 Is it your opinion that Duramed  
16 could spend less money on launching its product  
17 than Wyeth spends in promoting its product, or  
18 any of the other competitors spend on their  
19 product marketing in share of voice, because it  
20 is a conjugated estrogen?

21 A. It is my opinion that is if you have  
22 a product that you can position well in the

1 A. I never said that.

2 Q. No?

3 A. No.

4 Q. Okay.

5 A. Kolassa said that.

6 Q. "Is it your opinion, based on years  
7 in the pharmaceutical arena, that the sales force  
8 is the most important thing in marketing a  
9 product?"

10 "Answer: Definitely."

11 A. In terms of promotion, I think that  
12 is true.

13 Q. Okay, and you continue to believe  
14 that it is also true that the sales force is the  
15 most important tool that a company has in  
16 marketing a pharmaceutical product?

17 A. It is the most important promotional  
18 tool they have in marketing a product.

19 Q. Okay. But -- all right --

20 A. If you don't, if you can't get your  
21 product filled though, and I think I make this at  
22 the end of my report, if you can't get the

4/1/2005 2:27 PM

229

4/1/2005 2:27 PM

231

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 marketplace, build awareness and usage, and do it  
2 effectively and efficiently, that there is no  
3 standard rule, if you will, that would apply that  
4 would say here is what you've got to spend.

5 I mean, I don't know of anybody that  
6 goes to the market and says, well, if I spend  
7 \$100 million, I'm going to get a \$100 million  
8 product.

9 If I spend \$500 million, then at the  
10 end of this I am going to have a \$500 million  
11 product at the end of the first year. I don't  
12 think it works that way.

13 I think what you do is you go to the  
14 market, you look at what is out there, you look  
15 at the doctors. You look at what their comfort  
16 level is with other products, you define your  
17 marketplace, and you sell your product.

18 Q. Okay. But, I don't think that  
19 answers my question.

20 I mean, you, yourself, said that  
21 basically at the beginning of your last  
22 deposition, feet on the street, number of --

1 product filled, all of the marketing in the  
2 world, if I would spend \$500 million on the  
3 product, wouldn't generate \$100 million for me.

4 Q. Okay. You keep talking about if you  
5 can't get it filled. In this, there is no  
6 instance where a doctor would write a  
7 prescription and couldn't, and a patient couldn't  
8 get it filled.

9 What they would do is if it is a  
10 cash patient, they would pay cash, if it was an  
11 insured patient, they would pay either the cash  
12 price, they could pay the negotiated price, or it  
13 could be a situation where it is on formulary or  
14 at that option it could be a situation where even  
15 though it is not on formulary it is reimbursed  
16 like it is, right?

17 A. You keep coming back to that. But I  
18 say that the -- if you look at the shares, they  
19 are not different for cash, for Medicaid, for  
20 managed care. The doctor is not drawing that  
21 conclusion.

22 If the patient calls the doctor and

4/1/2005 2:27 PM

230

4/1/2005 2:27 PM

232

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 says, what the heck are you doing to me, doc, I  
2 can't take this product, or it is not on my  
3 formulary, or whatever.

4 Even if the cash price is only 15  
5 cents different, the doctor is taking that  
6 information, he is putting it in his head, and he  
7 is saying I never had this problem with Premarin.  
8 The heck with it I am just going to write  
9 Premarin.

10 Q. Okay.

11 A. Am I talking too fast, I apologize.

12 Q. We have covered this already and you  
13 told me you don't know whether that really ever  
14 happened.

15 But, let's go back to the question I  
16 asked a moment ago, if you would scroll up here,  
17 because I don't think I got an answer to it.

18 (Record read.)

19 BY MR. DOBIE:

20 Q. That is the question.

21 A. Let me answer it this way. How are  
22 you going to define the market? What is the

1 Q. Do you know how Duramed defined the  
2 relevant market?

3 A. I do not.

4 Q. Do you know its rebate contracts  
5 defined the relevant market?

6 A. How Duramed's --

7 Q. Yes, sir.

8 A. -- rebates? No, I haven't seen  
9 that.

10 Q. You've seen the Wyeth rebate  
11 contracts, how did Wyeth define the relevant  
12 market?

13 A. Wyeth basically defined it as the  
14 whole category.

15 Q. Right. And you have looked at IMS  
16 data, how does IMS define the relevant category?

17 A. It depends.

18 Q. Have you looked at the formularies  
19 that various managed care organizations and HMOs  
20 have produced in this case?

21 A. No.

22 Q. Do you know whether or not they

4/1/2005 2:27 PM

233

4/1/2005 2:27 PM

235

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 market to you?

2 If the market, if I am Duramed, and  
3 I say that my market is Cenestin and Premarin, do  
4 you follow me?

5 Then guess what, I've got a 30  
6 percent share of voice, because I do about half  
7 of the details that Wyeth does.

8 Q. Okay. Is there anybody who has  
9 defined share of voice as, for purposes of  
10 marketing research, or any business purpose, that  
11 only includes Cenestin and Premarin in the  
12 relevant products for purposes of measuring share  
13 of voice?

14 A. I can tell you that when I was at  
15 Bristol we struggled with these questions all the  
16 time, especially when coming out with new  
17 products, like BuSpar, which is theoretically a  
18 new category product.

19 And, if you are a company like,  
20 unfortunately the Vioxx came out there were two  
21 or three, Celebrex, at the same time. So, I  
22 don't know that.

1 typically list, within the category, eight or 10  
2 different products?

3 A. No. It used to be, for example,  
4 like PPIs, that would be its category, there  
5 would be three or four products in there.

6 Q. Okay. But, let's go back to my  
7 question.

8 If you assume that the relevant  
9 market is the same way that it was defined by  
10 Wyeth and Duramed in its contracts, it includes  
11 all of the ERT and HRT products, is it your  
12 belief that Duramed could spend less money and  
13 could have a smaller share of voice and still  
14 achieve the same sales, or the sales that you  
15 think that they could have achieved because they  
16 had the name conjugated estrogen?

17 A. I think the conjugated estrogen name  
18 was worth something to them. I don't know how I  
19 am going to answer your question.

20 The conjugated name has a value, and  
21 I think that they clearly positioned their  
22 product against Premarin.

4/1/2005 2:27 PM

234

4/1/2005 2:27 PM

236

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 So, even when Arrington went before  
2 Wall Street or whenever it was that he made that  
3 pronouncement, my understanding was he was  
4 looking at, you know, positioning it directly  
5 against Premarin as well.

6 Q. All right. So, if that was their  
7 goal, if that was Duramed's goal to position its  
8 product directly against Premarin and actually  
9 take advantage of or use the benefit of the  
10 conjugated estrogen name, and the history and  
11 physicians prescribing experience with that,  
12 don't you think, as a marketing matter, that any  
13 pharmaceutical company would react to that and  
14 attempt to maintain its customers?

15 A. Absolutely.

16 Q. And, they would have a marketing  
17 plan to do so, right?

18 A. Yes.

19 Q. And, they would have a strategy for  
20 how they were going to try to beat Cenestin in  
21 the marketplace, correct?

22 A. Correct.

1 structuring a contract to make Cenestin totally  
2 unavailable in the marketplace.

3 A. In -- yes.

4 Q. Let's talk about that for a minute.

5 In your experience selling  
6 pharmaceutical products, I am sure you have had  
7 exclusive contracts, right?

8 A. Exclusive in terms of --

9 Q. You would be let's say the only  
10 provider of generic, I mean --

11 A. Absolutely.

12 Q. -- Coumadin to a certain company?

13 A. Right. That's true, that's true.

14 Q. And when you have an exclusive  
15 contract like that, there is somebody else that  
16 also makes a generic Coumadin that can't sell it,  
17 correct?

18 A. What do you mean they can't sell it?

19 Q. They can't sell it to whoever you  
20 have the exclusive contract with.

21 A. First off with generics -- oh, sure  
22 they can.

4/1/2005 2:27 PM

237

4/1/2005 2:27 PM

239

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. And, they would try to enter into  
2 contracts with managed care organizations to  
3 protect their market share, correct?

4 A. Correct.

5 Q. And, so the only thing that Wyeth is  
6 doing that is different than any other  
7 pharmaceutical company in its position would or  
8 has done is what, sir?

9 A. I think -- it is in the report. I  
10 think they have done several things. And just  
11 the fact that they do it, to me the biggest, the  
12 biggest problem with regard to the contracts is  
13 the fact that they singled out one product,  
14 Cenestin, and made that totally unavailable to  
15 the marketplace through the way that they  
16 structured their contracts.

17 So, what do I think? I think that  
18 and the way that they structured their contracts  
19 such that you would lose all of your rebates, or  
20 potentially lose all of your rebates, made it  
21 impossible for Cenestin to be successful.

22 Q. Okay. When you talk about Wyeth

1 Q. All right. Well, then let's back  
2 up.

3 A. They can come back. I have a  
4 contract with Cardinal, or whatever, the  
5 wholesaler, my contract price is at \$25 a  
6 hundred.

7 There is nothing to stop company ABC  
8 from coming in and saying Cardinal, I am going to  
9 give that to you for \$20.

10 Q. That's competition?

11 A. That's right.

12 Q. So, even if you have an exclusive  
13 contract, another company can always come in and  
14 offer a better price?

15 A. Correct.

16 Q. A better product?

17 A. Correct.

18 Q. And you don't have any objection to  
19 that?

20 A. No.

21 Q. And, that's a situation that you are  
22 describing where you might be, until that better

4/1/2005 2:27 PM

238

4/1/2005 2:27 PM

240

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 deal is offered, you might be the only provider  
2 of that product to that particular company,  
3 correct?

4 A. Could be.

5 Q. And, when you talk about Cenestin  
6 being excluded from contracts as a result of  
7 Wyeth's agreements with PBMs, they are not even  
8 agreements that -- all of these contracts do is  
9 make Premarin the preferred product on the  
10 formulary, right?

11 It is not an agreement between Wyeth  
12 and let's say ExpressScripts, that they are going  
13 to be the only one selling estrogen products to  
14 ExpressScripts, right?

15 A. I missed that.

16 Q. You said a moment ago that these  
17 contracts make Cenestin totally unavailable in  
18 the marketplace.

19 A. Right.

20 Q. And my point is, is, in fact, these  
21 contracts are much less of an exclusive type of  
22 agreement than even the type of agreements that

1 out of the formulary, and can't be filled, there  
2 is nowhere else to go, but Premarin.

3 Q. You would need a new script for  
4 Premarin versus Cenestin, they are not generics,  
5 right?

6 A. In generics, you write a  
7 prescription for Capoten and anybody's Captopril  
8 can be used.

9 If the prescription were written at  
10 the physician's office for conjugated estrogens,  
11 then the pharmacist would have the ability to  
12 give Premarin or Cenestin, either one he wanted,  
13 they aren't written that way.

14 Q. Can you point to anything that would  
15 suggest to you that -- well, let's assume that  
16 the data that is in IMS is correct, that no  
17 product has ever achieved more than a 5 percent  
18 share of prescription market without having a 20  
19 percent share of voice.

20 Can you point to anything about  
21 Cenestin that would let it defy those odds?

22 A. Yes. The way it defined its market.

4/1/2005 2:27 PM

241

4/1/2005 2:27 PM

243

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 you can enter into with a generic company because  
2 they -- let me just finish -- these contracts  
3 aren't even an exclusive sale, they are just a  
4 contract looking for formulary position.

5 How does a contract that's -- is it  
6 your view that any contract that seeks a  
7 preferred formulary position for its product  
8 makes the other products that are not on  
9 formulary totally unavailable in the marketplace?

10 A. It makes it totally unavailable on  
11 that formulary. And, as I said earlier in the  
12 document, even if, you know, even if there is  
13 availability, but you're only getting like 30 or  
14 40 percent of the product excluded, that will  
15 impact the way positions -- physicians prescribe.

16 And you are making a leap, because  
17 when you are talking about a product like  
18 Captopril, which has 13 different generics, I  
19 could go to any other manufacturer and get that  
20 product.

21 With regard to Cenestin, there is  
22 only one manufacturer of Cenestin. If it is off,

1 Q. That being?

2 A. If Premarin was its market, then it  
3 had more than a 20 percent share of voice.

4 Q. Okay. But, other than you saying  
5 that that is how you define the market, you are  
6 not aware of anybody else, whether at a PBM,  
7 Wyeth, or Duramed that had ever defined the  
8 market as just conjugated estrogens, are you?

9 A. I am not aware of that. I don't  
10 know how, you keep coming back to that question.  
11 I don't know how to answer it.

12 Q. I mean, if it is your view that, I  
13 mean I don't mean to be difficult about it. If  
14 it's your view that they could simply achieve the  
15 sales that you think that they should have had by  
16 virtue of the name conjugated estrogens, much  
17 like a generic, then, you know, then that's your  
18 opinion and I understand that.

19 But, I guess I don't understand why  
20 you think that if they achieve basically a  
21 standard marketing program in every other way,  
22 that they somehow would buck all odds?

4/1/2005 2:27 PM

242

4/1/2005 2:27 PM

244

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 A. The magic number for me was not \$100  
2 million. I don't know, I mean, the 6 percent,  
3 whatever, it depends on how they view their  
4 market.

5 As a company that is looking  
6 specifically at Premarin as their business and  
7 that is where they are going to promote against,  
8 it makes perfect sense to me.

9 Q. Oh, let me ask you about this, on  
10 the sampling.

11 You disagree with Dr. Kolassa, on  
12 page 19 of your report, and you say that: "The  
13 30-day sample package was not misapplied and that  
14 it slowed the prescription uptake."

15 But, what Kolassa's biggest  
16 criticism was that the samples were mailed,  
17 right?

18 Do you think it was that mailing  
19 samples, which are sometimes viewed as the cost  
20 of admission in a physician's office at least  
21 during this time period, would be the most  
22 prudent way to try to get use by doctors of

1 A. It could have.

2 Q. Do you think it did?

3 A. I don't know.

4 Q. All right.

5 Oh, in the Wyeth contracts that we  
6 have talked about, what is your understanding of  
7 the extent to which the contracts can or cannot  
8 be terminated?

9 You cited the example in the  
10 generics you have got a deal to sell somebody  
11 Coumadin, or whatever, for \$25, and somebody else  
12 comes in and offers a \$20 price for their  
13 product, and that that is competition.

14 A. My understanding was that the  
15 contracts could be terminated in like 90 days.

16 Q. All right. And, is it your  
17 understanding that all of the contracts had those  
18 provisions?

19 A. I am pretty sure.

20 Q. And, in light of that being the  
21 case, why isn't this the situation with Premarin  
22 having contracts with managed care organizations

4/1/2005 2:27 PM

245

4/1/2005 2:27 PM

247

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Cenestin?

2 A. I think the most prudent way is to  
3 be able to hand them to the physician, yes.

4 Q. And, on the giving away of 800,000  
5 30-day samples, your point is --

6 A. Is it 800,000?

7 Q. I believe so. Your point is, is  
8 that if they were used effectively and that they  
9 resulted in women then continuing on with the  
10 product, that that would be money well spent?

11 A. It was 600,000.

12 Q. 600,000,

13 A. And yes.

14 Q. But, you don't disagree, do you,  
15 that if the sales, if what they had projected in  
16 sales for the first year was 600,000 30-day doses  
17 of being sold, and they instead gave them away as  
18 samples, don't you think that that might have  
19 been impacted sales at least during that first  
20 1999 year?

21 A. Could it have?

22 Q. Yes.

1 much like what you describe with Teva and  
2 generics?

3 A. Because I don't go to a company and  
4 say you can't use this product. I wouldn't go to  
5 a wholesaler and say you can use anybody but  
6 Mylan's Captopril.

7 I don't go to Cardinal and say, hey,  
8 you know what, if you don't buy my Captopril, I  
9 am not going to give you a discount on Tegretol,  
10 or Carbamazepine or any of these other products  
11 that you are buying.

12 It is not where I am going to take  
13 every single thing away from you.

14 We have done bundled contracts and  
15 our bundled contracts specifically are, you know,  
16 if you take 10 products you get this percent.

17 If you want to cut one out, okay you  
18 cut one out. Maybe you will only get 9 percent,  
19 or maybe I can negotiate with you to take this  
20 product, and we will keep the 10 percent.

21 Q. So, in your view, one of the  
22 hallmarks to whether the contracting is fair is

4/1/2005 2:27 PM

246

4/1/2005 2:27 PM

248

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 whether or not the pharmaceutical company is  
2 willing to negotiate the extent to which it does  
3 or doesn't require a buyer to take all of the  
4 products?

5 A. I think you are putting words in my  
6 mouth. I think I said that is a part of it. I  
7 think that another part is I don't pick out one  
8 particular competitor and say you can't use him.

9 I am not out to destroy another  
10 generic manufacturer in my contracts and say  
11 anybody but this guy.

12 Q. Don't you think, do you think, sir,  
13 that Duramed was out to beat Wyeth?

14 They were out to basically free ride  
15 on their conjugated estrogen name, weren't they?

16 A. I think --

17 Q. And they were the ones who pushed  
18 for that label.

19 A. I think it is an interesting  
20 question to which any answer I give you is going  
21 to be glib, because the product that they  
22 originally were trying to launch was an AB rated

1 Q. And, if the product was found to be  
2 the product of the century --

3 A. Maybe Synthroid.

4 Q. Okay. I think Premarin is the only  
5 one. If the product was determined by  
6 pharmaceutical marketing to be the product of the  
7 century, wouldn't you expect it to be on more  
8 formularies in the exclusive position than any  
9 other product in its class?

10 A. I don't expect one to have any  
11 relation to the other.

12 Q. Okay. The fact that it has been  
13 around for, since the 1940s, would that at all  
14 make you think that the product would be more  
15 likely to be in the exclusive position than the  
16 other products in the class?

17 A. Not at all.

18 Q. All right.

19 A. If anything, just the opposite. How  
20 many drugs can you mention that have been around  
21 40 years, are exclusive? One? So, no, I  
22 wouldn't expect that.

4/1/2005 2:27 PM

249

4/1/2005 2:27 PM

251

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 generic to Premarin.

2 Q. Right. So you understand that they  
3 were trying to basically take advantage, just  
4 like any generic does, of the marketplace that is  
5 created by the branding company?

6 A. Exactly.

7 Q. Now, you say that -- oh, I wanted to  
8 just see -- are you familiar with other exclusive  
9 contracts, and we talked about PPI's, how about  
10 OC's, insulin, ACE inhibitors, asthma or  
11 diabetes?

12 A. I not look at them, no.

13 Q. Okay. Can you list any of the top  
14 branded drugs in 1974 that are still on the top  
15 100 drug list?

16 A. Oh, my gosh. No, I can't.

17 Q. Okay.

18 A. I can tell by the grin on your face  
19 that you didn't expect me to answer it.

20 Q. Would you surprise you to learn that  
21 the only one is Premarin?

22 A. I would not be surprised.

1 Q. Okay. How many products in the  
2 category have all of the indications that  
3 Premarin has?

4 A. I don't know.

5 Q. Oh, have you ever looked at Merck,  
6 Lilly or Pfizer contracts?

7 A. No.

8 Q. Do you know to what extent they  
9 commonly bundle?

10 A. I can tell you, and I think we had  
11 this discussion last time, that contracts are  
12 relatively confidential things. They are not  
13 necessarily shared with people like myself.

14 Q. Can you list any examples where  
15 Cenestin, at its rebated price, was lower than  
16 Premarin's rebated price?

17 A. No. What do you mean rebated price?

18 Q. The net price including rebates.

19 A. I can tell you in the, because I  
20 haven't re-reviewed the contracts, but, I can  
21 tell you that during the initial review in 2002,  
22 there were instances where price concessions were

4/1/2005 2:27 PM

250

4/1/2005 2:27 PM

252

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 made that were considerably lower priced than  
2 Premarin, but they still didn't get the business.  
3 Q. Sir, you mentioned a moment ago that  
4 you thought that Wyeth was specifically targeting  
5 Cenestin.

6 When you were at Sigma-Tau and  
7 working on defending the amino acid product for  
8 diabetes -- I am sorry, for dialysis?

9 A. Carnitor.

10 Q. Yes, sir. Weren't you targeting  
11 those generic companies that were, in your view  
12 unfairly trying to market their product without  
13 the same indications and so on that Sigma-Tau had  
14 for its product?

15 A. Interesting question. At Sigma-Tau,  
16 we had contracts, but the contracts called not so  
17 much for us, and we never really matched prices  
18 that a generic would have.

19 We offered them contracts that would  
20 call for us to provide services to them like  
21 education of their office nurses and things like  
22 this. So, we provided value-added services.

4/1/2005 2:27 PM

253

10/14/2004 Simon, Paul O.

1 In terms of the contracts, the  
2 contracts themselves, when the FDA decided not  
3 to, how do I want to say this, they decided that  
4 they weren't going to discriminate on how they  
5 paid for the product because all of this goes  
6 through Medicare.

7 Q. Right.

8 A. When they decided they were not  
9 going to get involved in how the product was paid  
10 for, it became, you know, we will offer you this  
11 price, we will provide these services, you can go  
12 with us.

13 The large providers went with, in  
14 most cases, the lower priced generic. So, did I  
15 try and keep my business, absolutely.

16 Q. And sell your customers on the  
17 indications for the Sigma-Tau product versus the  
18 generic?

19 A. In terms of -- yes, yes.

20 MR. DOBIE: Why don't we go off the  
21 record.

22 THE VIDEOGRAPHER: Off the record.

4/1/2005 2:27 PM

254

1 The time is 3:05.

2 (Recess -- 3:05-3:17 p.m.)

3 THE VIDEOGRAPHER: Back on the  
4 record. The time is 3:17.

5 BY MR. DOBIE:

6 Q. Mr. Simon, I just have a few more  
7 questions for you. If we could go back to your  
8 report at pages 12 and 13.

9 And let me ask you if you could look  
10 specifically at Table 3, which is the chart that  
11 compares Cenestin's retail price versus the  
12 second-tier co-pays commonly utilized as  
13 indicated in the Takeda report during this time  
14 period, and you show, for example, the difference  
15 between the second-tier co-pay and the cash price  
16 retail for Cenestin in 1999 was \$3.43, correct?

17 A. Correct.

18 Q. And if you take it all of the way  
19 through 2002, it is as much as \$5.38, the  
20 difference between the typical co-pay and the  
21 retail price for Cenestin, correct?

22 A. That is correct.

4/1/2005 2:27 PM

255

10/14/2004 Simon, Paul O.

1 Q. For that dosage size?

2 A. Well, for that dosage size and using  
3 the data from the Takeda report as to what is the  
4 appropriate, you know, what were the tiers,  
5 actually tier prices.

6 Q. And what I am wondering, sir, is are  
7 you aware of any data that would indicate that  
8 patient behavior is different based upon in terms  
9 of what products they might demand based upon a  
10 co-pay differential of the magnitude that is  
11 indicated for the .625 dosage, one month?

12 A. I -- no, I don't know that. I don't  
13 know that that research has ever been done.

14 Q. All right. And so, do you know  
15 whether or not a co-pay differential as -- strike  
16 that.

17 When you said I don't know if that  
18 research has ever been done, you don't know  
19 whether or not research indicates that a \$1.00  
20 co-pay differential makes a difference to  
21 patients or a \$15 --

22 A. Exactly.

4/1/2005 2:27 PM

256



10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 Q. And, how about if we took, if we  
2 asked the same question as it relates to  
3 physicians, do you know if research has been done  
4 in terms of whether a \$3.43 to the \$13.40 per  
5 month co-pay differential would make any  
6 difference to physicians?

7 A. I don't know.

8 Q. At the time that Cenestin was  
9 launched, you mentioned that there was a  
10 consultant that was working with Duramed in  
11 connection with launching the product, do you  
12 recall that?

13 A. There was a company or someone that  
14 was giving them guidance with regard to managed  
15 care.

16 Q. Do you know whether or not there  
17 were any studies that were done in connection  
18 with the decision to set Cenestin's initial price  
19 at near parity to Premarin?

20 A. No.

21 Q. In your experience with branded  
22 pharmaceutical companies, is it typically a case

1 Whether there was actually  
2 sensitivity study or something like that going  
3 on, I don't know.

4 Q. Wait a minute, Tagamet is a billion  
5 product, you are telling me that Hoffmann would  
6 have launched that product without doing a  
7 study --

8 A. Hoffmann didn't launch Tagamet.  
9 Tagamet was a SmithKline --

10 Q. All right. Is it your view that  
11 SmithKline would have launched Tagamet without  
12 doing a pricing study on their product?

13 A. I am saying that back in the early  
14 '80s and '70s, late '70s, there was not a  
15 tremendous sophistication to do primary research  
16 with what should be the price of a product when  
17 it is launched.

18 At least not to the extent that they  
19 are going to doctors and asking them what is  
20 their, you know, where are they going to resist.

21 Q. Okay. How about --

22 A. In the mid-'80s, Baces Burke (ph.)

4/1/2005 2:27 PM

257

4/1/2005 2:27 PM

259

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 where a study would be done of what would be the  
2 appropriate price at launch?

3 A. Typically, yes.

4 Q. Are you aware, have you been  
5 involved in any situations where a branded  
6 product was launched, and there was not a study  
7 that was done to determine the appropriate price  
8 at launch?

9 A. In terms of brands?

10 Q. Yes, sir.

11 A. I cannot conclusively say, no. I  
12 can't answer that question, I don't know. I  
13 mean, to my knowledge some of the products that I  
14 launched or that were launched at  
15 Hoffmann-La Roche could very well have been done  
16 without dollar studies.

17 It would be just something that  
18 says, here is what the average patient cost is or  
19 you take a product like Tagamet, who is brand new  
20 to a category, here is what it costs for an  
21 ulcer, here is what our product price should be  
22 based on the savings we can make.

1 and some of the others started coming to the  
2 market with ways to measure them and to look at  
3 what is the value of specific things.

4 Q. And, you have -- so, would you say  
5 by the late '90s it was common for branded  
6 companies to do studies on what would be the  
7 appropriate price at the time that they are  
8 launching a branded pharmaceutical?

9 A. I would say that that would be  
10 common.

11 Q. Have you ever read Dr. Kolassa's  
12 book on pricing separate and apart from any work  
13 in connection with this case?

14 A. No.

15 Q. In your report you talk about the  
16 Solvay sales force and the Duramed sales force on  
17 page 16.

18 A. Uh-huh.

19 Q. Let's start with Solvay. Is it, do  
20 you have any understanding as to whether Solvay,  
21 whether the sales people that were tasked for  
22 selling Cenestin were also involved in selling

4/1/2005 2:27 PM

258

4/1/2005 2:27 PM

260

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 physicians other estrogen and hormone replacement  
2 products?  
3 A. I don't understand your question.  
4 Q. Okay. You talk about, look at the  
5 last sentence of the section right before  
6 effectiveness, that sentence that says: "The  
7 Cardinal sales reps all had over one year of  
8 sales experience and were only charged with  
9 obtaining product knowledge for one product."  
10 Do you see that?  
11 A. Correct, yep.  
12 Q. All right. So, maybe let's just  
13 start with Cardinal. With Cardinal, is it your  
14 belief that they were only selling Cenestin?  
15 A. Yes.  
16 Q. And, you have no understanding that  
17 they were also selling Solvay's products as well?  
18 A. Correct.  
19 Q. And, is it your belief that that was  
20 true throughout the time period that Duramed and  
21 Solvay were working together as partners?  
22 A. I don't know what happened

1 data that you used for purposes of that table?  
2 A. This table was originally provided  
3 to me from, I want to say from Duramed during the  
4 original.  
5 Q. The data that's here?  
6 A. The data that's here.  
7 Q. So, for example, under Table 5, that  
8 is on page 17, you have got Solvay Pharmaceutical  
9 and you've got Estrotab and you've got Cenestin.  
10 A. Right.  
11 Q. But, you don't list, for example,  
12 Estratest, which is another Solvay product, you  
13 don't list Prometrium?  
14 A. That's absolutely right. I only  
15 looked at these products in these categories. I  
16 didn't look at anything other than that.  
17 Q. Why is that?  
18 A. Because this is the way the data  
19 came to me. This is what I had originally asked  
20 for, and I didn't feel it necessary to go back  
21 and ask for more.  
22 Q. Okay. But, you have got, for

4/1/2005 2:27 PM

261

4/1/2005 2:27 PM

263

10/14/2004 Simon, Paul O.

10/14/2004 Simon, Paul O.

1 throughout the whole -- when did it -- well, I  
2 don't know.  
3 Q. Okay. And, with Solvay, is it your  
4 understanding that the Solvay sales reps were  
5 selling Cenestin and Solvay products or just  
6 Cenestin?  
7 A. No, no, no, Cenestin and Solvay  
8 products.  
9 Q. And, do you have any understanding  
10 as to what product was prioritized from what  
11 position when the Solvay reps were out promoting  
12 it?  
13 A. Well, in here, at least when it  
14 talks to the estrogen products, it shows that  
15 Solvay clearly, by a factor of five times, was  
16 spending more time on Cenestin than they were on  
17 Estrotab.  
18 Q. Do you know how it compared to the  
19 time that they spent on Prometrium (ph.) or  
20 Estratest or Luvox?  
21 A. I did not.  
22 Q. How did you go about pulling the

1 example, you do have, with Wyeth, you've got the  
2 Premarin, you've got the ERT and the HRT  
3 products.  
4 With Solvay, you've only got some of  
5 the ERT products.  
6 A. Well, in the same context, I also  
7 don't have the fact that, you know, in certain,  
8 some of the data that was provided on the Nexus  
9 reports from Wyeth, I don't include the data that  
10 they have that talks about, you know, this is the  
11 product they were talking to before they were  
12 talking about Premarin.  
13 Q. Okay.  
14 A. So, I didn't include anything that  
15 was extemporaneous or outside of this  
16 marketplace.  
17 Q. So, this is data that was provided  
18 to you by Duramed?  
19 A. Yes.  
20 Q. In electronic format?  
21 A. I don't remember.  
22 Q. Okay. Did you get any of the data

4/1/2005 2:27 PM

262

4/1/2005 2:27 PM

264

10/14/2004 Simon, Paul O.

1 that is used for any of these tables in an  
2 electronic medium?  
3 A. The data that I got in electronic I  
4 gave to you.  
5 Q. Okay.  
6 A. Or I shouldn't say I gave it to you,  
7 I gave it to Jay, and I think he forwarded it to  
8 you.  
9 MR. DOBIE: Mr. Simon, I have no  
10 other questions for you at this time.  
11 MR. COHEN: Thank you.  
12 THE VIDEOGRAPHER: You do have  
13 questions or you don't?  
14 This concludes today's videotaped  
15 deposition of Mr. Paul O. Simon. This is Tape 3  
16 of three. Going off the record, the time is  
17 3:28.  
18  
19 (Deposition adjourned at 3:28 p.m.)  
20 (Signature waived.)  
21  
22

4/1/2005 2:27 PM

265

10/14/2004 Simon, Paul O.

1 CERTIFICATE OF COURT REPORTER  
2 UNITED STATES OF AMERICA )  
3 DISTRICT OF COLUMBIA )  
4 I, LORI GOODIN MACKENZIE, the reporter  
5 before whom the foregoing deposition was taken,  
6 do hereby certify that the witness whose  
7 testimony appears in the foregoing deposition was  
8 sworn by me; that the testimony of said witness  
9 was taken by me in machine shorthand and  
10 thereafter transcribed by computer-aided  
11 transcription; that said deposition is a true  
12 record of the testimony given by said witness;  
13 that I am neither counsel for, related to, nor  
14 employed by any of the parties to the action in  
15 which this deposition was taken; and, further,  
16 that I am not a relative or employee of any  
17 attorney or counsel employed by the parties  
18 hereto, or financially or otherwise interested in  
19 the outcome of this action.  
20  
21 LORI GOODIN MACKENZIE  
22 Notary Public in and for the  
District of Columbia  
My Commission expires April 14, 2006

4/1/2005 2:27 PM

266

\$	1] [210:6,7,17] [212:14] [213:3] [214:8,13] [250:15]	2:16 [211:14]	38 [177:6]
\$1.00 [256:19]	1050 [4:7]	20 [60:10] [140:12] [205:20] [216:20] [217:4,20] [218:12 ,13] [243:18] [244:3]	3rd [3:15]
\$10 [37:16,20] [59:22] [60:2,9]	1075 [15:9] [17:1]	2000 [17:6] [39:14] [43:18] [65:21] [78:4] [137:5] [162:13]	4
\$100 [213:18] [215:9,10,16 ,17] [224:8] [230:7] [232:3] [245:1]	1079 [161:3,5] [162:20] [168:8] [170:14]	2000/2001 [161:9]	4 [6:10] [82:8] [91:7] [97:19] [118:3,4] [119:2]
\$110 [189:17]	1080 [209:12,14]	20007 [4:8]	40 [141:6] [142:2,5,11,15,18 ,22] [144:9] [152:14] [179:19] [185:18] [189:20] [242:14] [251:21]
\$13 [163:4] [170:21]	1081 [216:3]	2001 [39:15] [137:6]	44 [170:15]
\$13.40 [257:4]	1086 [212:12]	2002 [63:22] [116:16] [118: 20] [119:11] [137:3] [196:12] [203:20,21] [252:21] [255: 19]	45 [161:16] [162:15]
\$15 [256:21]	11 [63:22] [160:16] [205:15]	2003 [28:15] [117:21] [152: 12] [196:11]	47 [35:22]
\$150 [215:9,10,16,17] [224:8]	11:29 [109:9,10]	2004 [1:18] [2:3] [6:12] [7:13] [21:16] [78:6] [131:1]	496 [3:9]
\$19.89 [203:16]	11:2911:43 [109:10]	2006 [266:]	5
\$2 [200:18] [201:8] [203:17] [205:19] [207:1]	11:43 [109:14]	202 [4:9]	5 [5:4] [6:11] [101:7] [130:17 ,18] [134:18] [204:16] [216:18] [217:5,19] [218:19] [243:17] [263:7]
\$2.80 [204:4]	117 [6:9]	2023378000 [4:9]	50 [37:13] [55:4] [76:12] [79:14,15] [95:12] [210:18] [212:1]
\$20 [59:22] [240:9] [247:12]	117064 [172:16]	202-337-8000 [4:9]	500 [152:10,19] [155:9]
\$22.24 [204:2]	118 [6:10]	205 [217:2]	50yearold [95:12]
\$23.08 [203:22]	11th [6:12] [131:1]	206 [217:2]	50-year-old [95:12]
\$25 [240:5] [247:11]	12 [146:1] [181:8] [184:9] [194:14] [200:13,17] [201: 7,8] [203:17] [205:18] [207:1] [255:8]	215 [3:9]	55 [152:12]
\$3.43 [255:16] [257:4]	125 [72:6]	2154960300 [3:9]	558 [4:16]
\$350 [12:6,21] [13:11]	125woman [72:6]	215-496-0300 [3:9]	56 [152:12]
\$5 [37:16,19]	125-woman [72:6]	23 [52:15]	6
\$5.38 [255:19]	13 [59:6] [242:18] [255:8]	23598 [172:15]	6 [6:13] [115:13] [121:6] [127:1] [139:14] [140:2,3,6 ,12] [208:15] [225:13] [245:2]
\$500 [230:9,10] [232:2]	130 [6:12]	24 [160:17] [181:8]	60 [49:4] [81:13] [142:15,19 ,22] [159:13] [170:9] [173:19] [174:5,8,15]
\$600,000 [224:17]	14 [1:18] [2:3] [204:16] [206:14,19] [209:1] [266:]	25 [162:5] [179:19]	600,000 [246:11,12,16]
\$88 [207:1]	140 [6:14]	250 [64:2]	60601 [4:15]
.	1400 [2:4] [7:12]	2500 [3:7]	606019703 [4:15]
.3 [118:12] [119:4] [120:11,17] [122:5]	14th [7:13]	2531 [66:18]	60601-9703 [4:15]
.45 [118:10] [119:4] [120:7,18] [122:4]	15 [6:6] [206:14] [233:4]	2533 [66:19]	62 [160:20]
.625 [91:12] [92:10] [93:19] [94:21] [194:18,20] [256:11]	150 [208:14,19]	2536 [66:4]	63 [6:8] [95:10]
.9 [92:10]	16 [49:2] [260:17]	2537 [67:17]	63yearold [95:10]
0	16.92 [203:3]	2539 [73:1]	63-year-old [95:10]
01 [1:4] [7:9]	163439 [1:22]	3	65 [160:15] [171:14] [174:8] [210:3]
03 [1:11] [7:10]	163440 [1:21]	3 [6:9] [63:10] [64:17] [74:11] [117:16] [118:2,7] [120:7] [172:15] [195:15] [200:1] [202:12] [255:10] [265:15]	7
04 [10:16,17]	17 [49:20] [263:8]	3:05 [255:1,2]	7 [6:15] [66:5] [196:15,17] [197:5,6,16]
07940 [5:5]	17101 [3:17]	3:053:17 [255:2]	70 [152:9] [159:14] [171:14]
1	18 [208:13,16] [216:15,17]	3:17 [255:4]	700 [3:16]
1 [1:4,11] [6:6] [7:9,10] [14:22] [15:1,5] [17:11] [131:16]	1818 [3:6]	3:28 [265:17,19]	70s [259:14]
1.25 [91:11,16,21] [93:10,14] [94:6] [95:1,9,11] [97:9,12] [162:4] [186:4,10]	19 [245:12]	30 [3:15] [145:8] [160:21] [234:5] [242:13] [245:13] [246:5,16]	717 [3:18]
1:00 [179:13]	19.89 [203:20]	301 [159:16,19] [160:20] [168:8]	7173641004 [3:18]
1:001:40 [179:13]	19103 [3:8]	304 [211:4,18] [212:5,8]	717-364-1004 [3:18]
1:00-1:40 [179:13]	1940s [251:13]	30day [245:13] [246:5,16]	73 [92:13]
1:40 [179:15]	196 [6:16,18]	30-day [245:13] [246:5,16]	744 [65:18,19]
10 [141:5,21] [144:19] [145:1,6,7,11] [146:3] [177:9] [180:3,5] [184:5,7] [236:1] [248:16,20]	197 [6:21]	30th [4:7]	75 [170:9] [173:19] [174:15]
100 [11:22] [51:2] [79:12] [206:22] [208:13,19] [209:	1974 [250:14]	312 [4:16]	77 [71:21] [94:5,20] [96:22]
	1977 [50:11] [51:14]	3125585600 [4:16]	
	1990s [216:8]	312-558-5600 [4:16]	
	1991 [64:8]	33 [169:4]	
	1997 [205:4]	337 [4:9]	
	1999 [71:10] [78:3] [246:20] [255:16]	35 [4:14]	
	2	364 [3:18]	
	2 [6:7] [25:4] [63:14,15,18] [66:4] [158:14] [194:14] [196:9] [202:12,17] [203:1]		
	2:13 [211:9,10]		
	2:132:16 [211:10]		
	2:13-2:16 [211:10]		

[97:5]  
**79** [210:12] [211:18]  
**7th** [43:18] [45:4]  


---

**8**  


---

**8** [6:3,17] [145:12] [160:22]  
[168:10] [176:18] [196:16,18]  
[197:5,10] [198:3] [224:1,9]  
**80** [51:21] [206:21]  
**800,000** [246:4,6]  
**80s** [259:14]  
**822** [121:10] [123:15]  
**822women** [121:10]  
**822-women** [121:10]  
**83** [193:10,12] [222:13]  
**87** [50:11] [51:14]  
**89** [224:1]  
**8-9** [224:1]  


---

**9**  


---

**9** [6:19] [52:15] [91:12]  
[145:13] [172:9] [179:18]  
[197:1,4,5,11] [198:14]  
[248:18]  
**9.7** [169:18,22] [177:6]  
**9:39** [2:3] [7:14]  
**9:47** [16:3,4,6]  
**9:479:47** [16:4]  
**9:47-9:47** [16:4]  
**9:57** [24:20,21]  
**9:579:59** [24:21]  
**9:57-9:59** [24:21]  
**9:59** [25:1]  
**90** [146:4] [162:14] [247:15]  
**90s** [260:5]  
**91** [211:4,18] [212:4]  
**94** [131:12]  
**96** [133:13]  
**99** [91:12,17,22] [92:1]  
[161:9]  


---

**A**  


---

**a.m** [2:3] [7:14] [16:4] [24:21]  
[109:10]  
**ab** [59:11] [224:5] [249:22]  
**abc** [240:7]  
**ability** [243:11]  
**able** [19:9] [23:20] [47:10]  
[49:11] [58:8] [156:13]  
[189:7] [217:18] [227:1]  
[246:3]  
**absolutely** [32:14] [126:20]  
[128:4] [182:8] [220:19]  
[237:15] [239:11] [254:15]  
[263:14]  
**absorbed** [65:13] [83:9]  
**absorbing** [84:14]  
**absorption** [65:9]  
**accept** [198:6]  
**accepted** [162:13]  
**access** [25:15] [159:13]  
[172:10]  
**accomplish** [141:21]

**according** [216:16]  
**accurate** [23:8] [49:1] [51:2]  
,3] [53:1,2] [150:15] [174:8]  
[225:2]  
**ace** [250:10]  
**achieve** [216:11] [224:8]  
[236:14] [244:14,20]  
**achieved** [141:5] [216:18]  
[217:19] [224:20] [227:20]  
[236:15] [243:17]  
**achieving** [144:19] [219:18]  
**acid** [253:7]  
**acquisition** [37:15]  
**across** [113:9] [157:12]  
[170:15]  
**action** [1:] [125:16] [266:14]  
,19]  
**actions** [61:15] [126:12]  
**active** [23:17] [24:9] [162:9]  
**activities** [36:6]  
**activity** [13:6]  
**actual** [67:10]  
**actually** [21:12] [26:14]  
[27:3] [28:6,15,21] [31:17]  
[32:20,21] [36:8] [38:1]  
[43:14] [63:12] [71:17]  
[107:19] [113:14] [118:2]  
[123:16] [152:14] [156:9]  
[163:15] [178:18] [202:15]  
[204:14] [214:5] [237:8]  
[256:5] [259:1]  
**ad** [18:22] [19:15]  
**add** [62:22] [65:8]  
**added** [133:8] [135:10]  
[149:10,12]  
**adding** [149:2]  
**addition** [24:6] [174:20]  
**additional** [23:4] [41:12,17]  
[42:11,12] [44:3] [76:3]  
[81:7] [117:1] [120:3]  
[149:4]  
**addme** [65:8]  
**add-me** [65:8]  
**adds** [203:13]  
**adequate** [220:20]  
**adjourned** [265:19]  
**adjust** [202:11]  
**admission** [245:20]  
**advanced** [152:8,17] [153:3]  
,15,16] [156:19] [157:1]  
[218:22] [221:5]  
**advantage** [74:13] [77:1]  
[96:17] [115:7] [117:9]  
[237:9] [250:3]  
**advantageous** [155:1]  
[167:9]  
**advantages** [34:1] [75:18]  
[84:15] [116:18]  
**advertising** [210:16] [215:18]  
**advice** [163:20] [164:1]  
**advising** [164:16,17]  
**advisors** [18:15,16,17]  
[19:16] [20:2,5]  
**affect** [77:13] [179:20]  
[229:7]  
**affirmatively** [108:16]

[149:2,9,11]  
**afterwards** [60:17]  
**again** [42:10,15] [43:1]  
[48:9] [56:9] [61:6] [64:16]  
[77:8] [87:16] [88:4,18]  
[97:13] [137:15] [140:12]  
[167:5] [198:15] [200:20]  
[212:9] [226:18] [228:7]  
**against** [62:9] [63:4] [110:22]  
[141:13] [146:18] [151:4]  
[221:14] [228:20] [229:2,8]  
[236:22] [237:5,8] [245:7]  
**aggressive** [178:22]  
**ago** [11:10,15] [129:14]  
[165:6] [191:1] [215:6,7]  
[233:16] [241:16] [253:3]  
**agree** [76:1] [78:11] [100:5]  
[103:21] [108:6] [113:8]  
[114:14] [119:9] [128:17,21]  
[134:19] [152:22] [185:14,22]  
**agreed** [162:9]  
**agreeing** [197:17]  
**agreement** [149:1] [167:6]  
[241:11,22]  
**agreements** [20:18] [61:11]  
[241:7,8,22]  
**ahead** [14:21] [27:15] [63:13]  
[118:3] [129:11]  
**aid** [1:] [3:11] [7:6] [13:17,20]  
[14:1,3] [65:20] [66:8]  
[72:15] [110:5] [199:16,18]  
**akin** [185:6]  
**akron** [51:18]  
**al** [1:]  
**allow** [135:7] [136:20]  
[137:9] [138:17]  
**allowed** [61:11] [84:16,19]  
[147:21]  
**allows** [123:22]  
**almost** [59:8] [66:18,19]  
[185:5] [219:9]  
**along** [13:14] [21:8,10]  
[55:4] [116:7] [200:12]  
**already** [30:16] [89:16]  
[123:20] [214:22] [221:12,18]  
,22] [222:1] [233:12]  
**alternative** [75:9]  
**although** [91:10]  
**always** [80:2,6] [85:13,14]  
[90:6] [189:6] [240:13]  
**am** [7:16] [9:17] [11:21,22]  
[13:2,4,6,21] [17:19] [23:15]  
[27:14] [28:14] [31:20]  
[39:14] [40:17] [45:10]  
[46:3,19] [48:1] [52:20]  
[55:11] [61:10,11] [68:10,11]  
[69:11,19] [70:8] [71:11]  
[73:16] [74:9] [75:22]  
[76:5] [79:5] [80:18] [82:2,6]  
[85:20] [86:3,10] [87:17,20]  
[88:21] [89:14] [90:6]  
[94:13,17] [96:8,14,22]  
[97:4] [100:16] [102:7]  
[103:14] [106:10] [107:22]  
[108:13,15] [110:8] [111:2]  
[113:4,7,11] [114:18]

[117:13] [121:2,22] [122:11]  
[124:4] [130:21] [131:5]  
[132:20] [133:2,12] [134:7]  
,8,11] [135:2,5,11,17]  
[136:1] [142:2] [143:5]  
[144:14] [145:3] [146:5,9]  
[148:8,9,15] [149:21]  
[150:4] [152:5] [153:22]  
[154:1] [155:13,14,15]  
[156:7] [157:14] [159:16]  
[163:13,15] [168:15,16]  
[169:8] [170:3,7,22] [171:9]  
,10,20] [173:10] [174:1,10,11]  
,16] [177:1] [186:14,16]  
[187:13,22] [190:2] [192:18]  
[196:22] [204:2,6,16,20]  
[212:7] [218:15] [219:21]  
[220:4] [223:19] [230:10]  
[233:8,11] [234:2] [236:19]  
[239:6] [240:8] [244:9]  
[247:19] [248:9,12] [249:9]  
[253:8] [256:6] [259:13]  
[266:13,16]  
**america** [122:21] [266:2]  
**american** [121:12,18]  
**amino** [253:7]  
**amount** [123:14] [140:17]  
[151:8] [216:9,10]  
**amoxicillin** [69:2,3] [82:17]  
[83:9,12,17] [84:4,9,10,12]  
,16]  
**ampicillin** [69:2] [82:19,21]  
[83:6,14]  
**analogous** [228:11]  
**analysis** [86:22] [139:19]  
[154:4,11] [158:4] [210:2]  
[227:3]  
**analysts** [208:18]  
**analyzed** [225:8]  
**ancillary** [156:3]  
**and/or** [150:17]  
**anda** [60:20]  
**announcements** [155:18]  
**announcing** [118:8] [119:3]  
**annual** [209:2] [212:21]  
[213:4]  
**answer** [64:10] [77:3,12]  
[80:1,11] [85:8,12] [102:20]  
[104:9] [113:17] [122:9]  
[132:6] [152:6] [154:18]  
[215:12] [217:10] [231:10]  
[233:17,21] [236:19] [244:  
11] [249:20] [250:19] [258:  
12]  
**answered** [52:17] [73:3]  
[123:19] [132:1] [217:7]  
**answers** [95:20] [230:19]  
**anthem** [6:19] [197:12]  
[198:15] [200:4]  
**anticipate** [61:16]  
**anticipating** [29:10]  
**anybody** [14:12] [124:11]  
[163:17] [182:5] [230:5]  
[234:8] [244:6] [248:5]  
[249:11]  
**anybodies** [243:7]

**anymore** [58:5] [81:20]  
**anyone** [14:1,3] [34:13]  
[182:17]  
**anything** [10:4] [16:16,19,21]  
[18:13] [22:6] [36:10]  
[40:19] [53:3] [67:3,5]  
[76:22] [91:1] [95:13]  
[138:12] [139:12] [156:22]  
[177:1] [189:1] [193:13]  
[194:4] [243:14,20] [251:19]  
[263:16] [264:14]  
**anyway** [109:1]  
**anywhere** [32:9]  
**apart** [260:12]  
**api** [23:16]  
**apologize** [233:11]  
**apothecary** [1:4] [14:12,14]  
**appearances** [3:1] [4:1]  
[5:1]  
**appeared** [90:14]  
**appears** [266:7]  
**applicable** [198:12]  
**apply** [9:1] [230:3]  
**approach** [202:16]  
**appropriate** [12:15] [23:21]  
[41:7] [71:1] [86:20] [87:1]  
[90:11] [105:5] [133:21]  
[166:10,14] [219:4] [220:9]  
[256:4] [258:2,7] [260:7]  
**appropriately** [48:18]  
**approval** [120:3,9,11,17]  
[122:6,17] [123:9,15]  
[135:19] [211:21]  
**approved** [71:10] [91:11,13]  
[16,22] [92:1] [97:21] [102:  
12] [105:6] [108:20] [118:13]  
[119:4,15] [121:14] [175:19]  
[180:5] [222:22]  
**approximately** [7:13]  
**april** [266:]  
**area** [188:12]  
**areas** [26:6]  
**arena** [231:7]  
**arent** [101:9] [102:11] [114:  
1] [146:10] [156:5] [187:6,18]  
[195:21] [213:15] [223:21]  
[242:3] [243:13]  
**argue** [110:22] [141:19]  
**argument** [228:19]  
**arise** [11:6]  
**aronchick** [3:14]  
**around** [92:4] [161:16]  
[182:11] [251:13,20]  
**arrangements** [52:7]  
**arrington** [208:18] [237:1]  
**arrive** [86:20]  
**arthritis** [112:6,7]  
**articles** [110:21]  
**aside** [220:21]  
**ask** [15:22] [17:10,16]  
[44:16] [63:8] [65:1] [71:7]  
[82:3] [86:5] [91:5] [97:19]  
[103:1] [105:2] [106:21]  
[126:21] [142:3] [159:4,11]  
[176:17] [179:17] [184:3]  
[191:3] [194:8] [199:15]  
[204:12,15] [211:2] [215:2]  
[218:18] [245:9] [255:9]  
[263:21]  
**asked** [11:4] [52:10] [60:6]  
[73:21] [78:5] [103:9]  
[131:15] [132:3] [152:4]  
[166:18] [191:9] [196:5]  
[198:6] [215:2,3,7] [217:1]  
[223:8] [233:16] [257:2]  
[263:19]  
**asking** [79:20] [121:2]  
[123:22] [133:9] [136:1]  
[142:21] [189:12,22] [224:  
6] [259:19]  
**asks** [67:19]  
**aspects** [127:4]  
**asserted** [116:2] [124:7,10]  
**assessment** [209:16] [211:  
20]  
**associate** [131:15]  
**associated** [101:22]  
**association** [7:19] [121:12  
,19]  
**assume** [15:19] [22:6]  
[39:17] [99:10,21] [109:1]  
[110:15] [113:8] [116:6]  
[131:5] [180:3] [188:15,19]  
[199:2] [220:17,18] [236:8]  
[243:15]  
**assumed** [213:2]  
**assuming** [114:20] [169:9]  
[211:20]  
**assumption** [76:6] [111:1]  
**asthma** [250:10]  
**astra** [61:1,4] [146:12,19]  
[147:16] [153:12] [222:1]  
**astrazeneca** [61:1] [146:12  
,19] [147:16] [153:12]  
[222:1]  
**astra-zeneca** [61:1] [146:12  
,19] [147:16] [153:12]  
[222:1]  
**atrophy** [99:11] [118:14]  
[120:12] [122:7]  
**attached** [6:22] [61:21]  
[62:12]  
**attempt** [237:14]  
**attended** [33:1,15,21]  
[130:10]  
**attention** [131:12] [140:12]  
[161:11] [211:16] [216:15]  
**attorney** [266:17]  
**attracted** [80:8]  
**attractive** [62:22] [63:3]  
[115:19]  
**attractiveness** [127:9]  
**audit** [168:17] [202:17]  
**audits** [171:12] [219:6]  
**august** [118:20]  
**authorization** [180:21]  
**authorizations** [180:16]  
**availability** [242:13]  
**available** [11:4] [37:10]  
[92:10,18] [125:12] [126:7]  
[132:18] [148:17] [149:13]  
[162:12] [177:14]  
**average** [197:19] [198:7]  
[203:13] [210:6] [216:9]  
[258:18]  
**avoiding** [163:11]  
**aware** [61:14] [67:4] [68:5]  
[69:17] [71:20] [72:5]  
[74:6] [78:4] [85:3,20]  
[86:3] [94:3,12,13,16,17,18]  
[107:19,22] [110:8] [111:2]  
[113:5] [114:18] [117:4]  
[121:2] [126:12] [132:10]  
[146:15] [147:7] [148:3,15  
,20] [163:6,13,15] [165:21]  
[171:22] [178:8] [180:12,15]  
[182:5,21] [183:15] [192:8]  
[223:5,16,19] [244:6,9]  
[256:7] [258:4]  
**awareness** [230:1]  
**away** [121:7] [158:17]  
[219:14] [246:4,17] [248:13]  
**awp** [198:17] [200:6,17]  
[201:7] [202:2] [203:16]  
[205:18] [206:8,12,14,18,21  
,22]  

---

**B**

---

**baces** [259:22]  
**back** [13:1,15] [16:5] [24:5,22]  
[37:21] [50:8,16] [52:9]  
[56:7] [60:1] [77:5] [86:11]  
[89:9] [104:13,21] [109:13]  
[114:13] [128:10] [129:10]  
[132:22] [135:6] [136:9]  
[139:9] [144:1] [151:20]  
[155:21] [156:7] [179:14]  
[190:11] [194:19] [196:11]  
[206:18,22] [211:13] [212:  
4] [217:8] [218:9] [228:7]  
[232:17] [233:15] [236:6]  
[240:1,3] [244:10] [255:3,7]  
[259:13] [263:20]  
**background** [17:13]  
**bad** [167:14]  
**balance** [43:18]  
**bank** [147:10]  
**banking** [18:18]  
**barr** [6:9] [104:4] [107:12]  
[108:19] [114:15,20] [117:  
20] [118:8,12,20] [119:6]  
[120:8]  
**base** [36:1]  
**based** [48:10] [50:1,3,6]  
[65:3] [76:4] [79:22] [123:15]  
[129:10] [135:20] [137:22]  
[153:22] [174:3,6] [193:1,3]  
[198:6] [202:4] [210:2]  
[219:19] [231:6] [256:8,9]  
[258:22]  
**bases** [38:16] [76:17]  
**basically** [10:10,22] [12:12]  
[20:20] [25:16] [31:19]  
[42:17] [49:13] [75:19]  
[90:1] [98:14] [116:16]  
[119:5] [129:11] [141:8]  
[146:7] [169:15] [170:7]  
[181:19] [187:2] [207:17]  
[230:21] [235:13] [244:20]  
[249:14] [250:3]  
**basis** [19:1,15] [74:16]  
[76:17] [77:9] [87:7,8]  
[136:2] [147:18] [155:13]  
[156:21] [157:11] [172:14]  
[195:18] [203:9] [205:4]  
**basket** [57:2] [157:12,21]  
**bat** [106:22]  
**batch** [70:21]  
**bates** [199:3]  
**bausch** [17:9] [36:17,19]  
[39:4,16] [40:5]  
**beat** [237:20] [249:13]  
**became** [29:2] [58:13]  
[254:10]  
**beckett** [1:4] [14:12,14]  
**beckwith** [1:5,12]  
**become** [111:21]  
**becomes** [55:6]  
**beechnam** [83:18,22]  
**begin** [9:15] [11:8] [18:6]  
**beginning** [109:12] [207:14]  
[211:12] [230:21]  
**behaved** [70:2]  
**behaves** [65:4,6]  
**behavior** [145:20] [256:8]  
**belief** [147:19] [153:14,16]  
[173:18] [195:19] [203:10]  
[222:17] [236:12] [261:14,19]  
**believe** [18:3] [19:19] [28:3]  
[39:5] [60:21] [90:8] [98:7]  
[100:14] [109:22] [111:2]  
[113:21] [114:3] [141:17]  
[143:6] [147:9] [148:15]  
[150:15] [152:7] [153:19]  
[163:22] [164:2] [165:1,15]  
[167:1] [173:17] [174:17]  
[176:22] [177:8] [178:20]  
[207:7] [208:15] [210:9,10]  
[223:9,17,22] [231:13]  
[246:7]  
**belong** [187:13]  
**benefit** [6:18] [40:12] [51:15]  
[65:2] [68:16] [110:16]  
[123:17] [125:13] [197:11]  
[237:9]  
**benefits** [26:21] [66:22]  
[67:19] [68:15] [72:18]  
[84:15,21]  
**besides** [213:6]  
**best** [59:14] [225:14,19]  
**bet** [106:15]  
**better** [38:9] [58:21] [59:2]  
[69:5] [83:9] [84:14] [95:7]  
[121:18] [153:9,22] [154:4]  
[155:4] [156:22] [157:12]  
[219:17] [220:3] [221:2]  
[240:14,16,22]  
**bextra** [111:12,18] [112:11]  
[114:5]  
**beyond** [139:12] [151:9,17]  
[157:16]  
**bg** [46:15]  
**bid** [133:2]



**big** [141:16] [152:8] [162:19]  
**bigger** [58:12,18]  
**biggest** [238:11,12] [245:15]  
**bill** [206:1,22]  
**billing** [206:18]  
**billion** [259:4]  
**binley** [37:1] [38:3,21]  
[40:21]  
**bit** [9:12] [37:3] [77:20]  
**blacked** [200:20] [201:2]  
**bless** [105:15]  
**blocks** [181:1]  
**blue** [54:16] [55:18]  
**body** [65:10,16] [83:10]  
**bone** [121:10]  
**bones** [102:2]  
**book** [156:4] [162:14] [182:  
13] [260:12]  
**bother** [213:15]  
**bottom** [101:7] [131:13]  
[200:16] [210:17]  
**bought** [206:19,21]  
**boy** [164:13]  
**brand** [19:6] [39:22] [46:8]  
[59:15] [60:10] [62:9]  
[71:5] [175:19] [215:8]  
[258:19]  
**branded** [28:8] [86:8] [144:  
8] [146:17] [215:16] [217:5]  
[218:15] [250:14] [257:21]  
[258:5] [260:5,8]  
**branding** [146:15] [250:5]  
**brands** [258:9]  
**break** [110:9] [179:9,10]  
**breakdown** [160:5]  
**bringing** [213:17]  
**bristol** [50:14] [53:19]  
[88:2,3,7,8] [234:15]  
**bristolmyers** [50:14] [53:19]  
**bristol-myers** [50:14] [53:19]  
**brittle** [102:1]  
**broke** [110:13]  
**brought** [42:13] [59:20]  
[181:15]  
**buck** [244:22]  
**bucks** [145:6,8]  
**build** [28:21] [213:21] [230:  
1]  
**building** [60:7]  
**built** [205:16]  
**bullet** [62:6] [198:5,10]  
**bundle** [57:6] [60:4] [252:9]  
**bundled** [57:1,14,16,19,21]  
[58:2,7,11,22] [59:3] [154:  
13] [158:5,10,15,18] [159:8]  
[248:14,15]  
**bundling** [151:2]  
**burke** [259:22]  
**business** [20:22] [21:7]  
[27:1,12] [28:16,17,19,20,22]  
[29:3,6,10,11,14] [30:1,3,22]  
[32:12] [37:7] [51:21]  
[55:5] [59:6] [83:19] [126:4]  
[127:22] [135:8] [144:18]  
[155:8,11] [156:5] [162:15]  
[167:8] [182:14] [186:16,19]  
[189:12] [217:15] [234:10]  
[245:6] [253:2] [254:15]  
**businesses** [114:2]  
**buspar** [234:17]  
**buy** [24:14] [37:12] [153:10]  
[248:8]  
**buyer** [249:3]  
**buying** [41:8] [189:13]  
[248:11]  

---

**C**

---

**c101704** [1:4] [7:9]  
**c-1-01-704** [1:4] [7:9]  
**c103781** [1:11] [7:10]  
**c-1-03-781** [1:11] [7:10]  
**call** [19:15] [31:6,10] [35:1]  
[50:12,17] [51:4,9] [52:20,22]  
[53:3,20,22] [55:5,6,7]  
[126:8] [163:20] [164:2,8]  
[196:11] [219:8] [253:20]  
**called** [8:12] [19:3,4] [26:12]  
[37:1] [54:9,10,11] [65:8]  
[84:3,5] [110:16] [114:2]  
[161:8] [193:9] [196:4]  
[198:11] [253:16]  
**calling** [30:17] [52:13]  
[53:9,17] [54:4] [87:13]  
[102:14] [165:10] [166:11,17]  
[193:7,12]  
**calls** [93:11] [180:8] [192:21]  
[214:21] [232:22]  
**cancel** [136:21] [156:10]  
**cannot** [39:11] [106:19]  
[108:4] [114:16] [147:15]  
[148:11] [166:16] [215:12]  
[247:7] [258:11]  
**cant** [33:16] [70:10,12]  
[80:11] [90:9] [103:16]  
[113:8] [114:22] [115:4]  
[121:17] [128:6] [138:6,10]  
[12] [166:8] [177:6,9] [194:  
4] [196:10,11] [220:13]  
[222:18] [224:15] [226:2,8]  
[228:10] [231:20,22] [232:  
5] [233:2] [239:16,18,19]  
[243:1] [248:4] [249:8]  
[250:16] [258:12]  
**capoten** [243:7]  
**caption** [13:16]  
**captopril** [242:18] [243:7]  
[248:6,8]  
**carbamazepine** [248:10]  
**card** [175:8] [191:4,9] [217:  
16]  
**cardinal** [25:13] [47:12]  
[48:7] [49:4,18] [59:19,21]  
[60:1] [66:9] [240:4,8]  
[248:7] [261:7,13]  
**cards** [51:22]  
**care** [20:21] [21:5] [22:1,8]  
[23:6] [25:6,14,15,18,22]  
[26:1,6,7,11] [30:17] [31:10  
,18] [32:3] [34:7,21] [35:8]  
[40:6,7,13,15,18,20] [45:17  
,22] [46:4,6] [47:3,4] [50:12  
,17] [51:11] [52:13,18,20,21]  
[53:3,6,8,11,17,20] [54:3,4  
,15] [55:3,19] [56:13,19]  
[57:11] [64:15] [85:5,18]  
[86:1] [88:11] [89:4,11]  
[106:5,12] [123:3] [127:21]  
[140:16] [141:8] [147:7]  
[151:10,16] [159:14] [160:  
4] [161:8,9] [162:18] [163:8  
,12] [164:3,5,9,12,16,18]  
[165:12] [166:1,2,12,18,20]  
[167:18] [168:3] [170:10]  
[172:11] [175:1] [180:17]  
[184:9] [186:20] [187:17]  
[188:9,12,17] [190:6]  
[199:19] [201:11] [232:20]  
[235:19] [238:2] [247:22]  
[257:15]  
**career** [183:14]  
**carnitor** [253:9]  
**carries** [184:5]  
**carry** [133:19] [185:12,20]  
**carter** [45:21] [160:4] [164:  
9] [174:22]  
**case** [4:4] [8:8] [9:1,22]  
[10:8,21] [11:9] [12:3,13]  
[14:9,15,18] [15:8,15,19]  
[16:12,14,22] [18:11]  
[21:7] [35:8,14] [36:11]  
[38:8,11] [42:1,20] [43:11,15  
,16,22] [44:1] [45:1] [56:1]  
[62:13] [77:16,18] [80:13]  
[86:22] [114:12] [138:1]  
[140:9] [147:11] [148:1]  
[149:1,9] [150:11] [158:1,13]  
[172:3] [174:4,7] [175:1]  
[178:1] [179:3] [180:13]  
[203:10] [209:19] [214:17]  
[225:5] [235:20] [247:21]  
[257:22] [260:13]  
**cases** [128:10] [135:8,19]  
[254:14]  
**cash** [185:12,20] [186:20]  
[187:4,16] [188:6,11,17]  
[189:8] [190:5,19] [191:20]  
[192:3,8] [194:13,17]  
[195:7,14,22] [196:6,9]  
[200:2] [202:10,19,22]  
[203:4,12,22] [204:8]  
[232:10,11,19] [233:4]  
[255:15]  
**cashpaying** [191:20] [192:  
3]  
**cash-paying** [191:20]  
[192:3]  
**categories** [133:10] [154:16]  
[186:16,19] [187:1,2]  
[263:15]  
**category** [21:1] [35:12]  
[112:18] [124:22] [125:1]  
[131:19] [146:18] [149:19]  
[150:10] [171:3] [180:19]  
[189:2] [227:11] [234:18]  
[235:14,16] [236:1,4]  
[252:2] [258:20]  
**cbs** [81:13]  
**celebrex** [111:12] [112:11]  
[114:5] [129:8] [234:21]  
**cenestin** [35:9,18] [36:14]  
[46:9] [63:10] [64:17]  
[65:4,6,21] [66:9] [67:4,5]  
[68:8] [69:12] [70:1,6]  
[71:7,9] [73:14] [74:17]  
[75:19] [76:7,12] [77:19]  
[79:13] [81:3] [82:13]  
[87:1] [90:22] [91:6,11]  
[92:9,18] [93:9,13] [94:4,21]  
[96:1] [97:22] [98:1] [100:4  
,15,17,22] [101:5,13] [103:  
11] [104:1] [106:7] [107:2,14  
,20] [110:15] [114:13]  
[115:22] [116:12,22] [117:  
20] [118:21] [119:15] [120:  
2] [121:3] [122:3,16] [124:22]  
[125:6,10,18] [126:14]  
[129:2] [130:6] [131:21]  
[132:18,21] [133:8,14]  
[134:5] [135:16] [136:4,20]  
[138:17] [141:21] [142:7,10  
,22] [145:11,22] [149:2,10,13]  
[155:19] [159:13] [160:11]  
[162:2,8,9,11] [163:1,10]  
[166:12,19,22] [167:12,20]  
[168:20] [169:3,10,11]  
[170:5,19] [171:8] [172:1]  
[173:18] [174:14] [176:11]  
[177:13] [178:2] [180:4,14  
,18,21] [181:1] [186:4,8]  
[187:1] [188:20] [194:13]  
[195:2,9,14,20] [200:14,16]  
[204:3] [218:20] [219:16]  
[221:10] [222:8,22] [223:18  
,21] [226:6] [227:22] [234:3  
,11] [237:20] [238:14,21]  
[239:1] [241:5,17] [242:21  
,22] [243:4,12,21] [246:1]  
[252:15] [253:5] [255:16,21]  
[257:8] [260:22] [261:14]  
[262:5,6,7,16] [263:9]  
**cenestins** [74:12] [76:22]  
[82:10] [179:21] [255:11]  
[257:18]  
**center** [43:19]  
**cents** [167:12] [233:5]  
**century** [251:2,7]  
**ceo** [23:18]  
**certain** [37:8] [61:17] [65:3]  
[163:8] [202:2] [216:11]  
[239:12] [264:7]  
**certainly** [22:11] [30:9]  
[57:8] [61:13] [63:21]  
[67:2,14] [75:9] [76:2]  
[93:22] [103:5,6] [114:12]  
[131:9] [134:3,18] [135:15]  
[146:15] [150:20] [152:22]  
[164:1] [177:4,8,11] [218:11]  
**certificate** [266:1]  
**certify** [266:6]  
**cetera** [26:4] [60:7] [65:11,16]  
[67:13] [105:3] [118:15]  
[158:16] [180:10] [229:7]  
**chance** [16:13]

**change** [36:20] [77:17]  
[78:6] [81:17,19,22] [99:20]  
[109:5] [138:14] [176:15]  
[190:13] [194:7] [211:5]  
**changed** [207:22] [220:8]  
**changing** [21:6] [76:18]  
**chantelmeyer** [209:17]  
**characterized** [132:4]  
**charge** [13:8,10] [37:21]  
[45:22] [47:2] [84:16,19]  
[88:8] [174:22] [197:17]  
[198:17,19] [200:5]  
**chargebacks** [37:2,6]  
[38:3] [41:4]  
**charged** [12:21] [38:1]  
[261:8]  
**charging** [22:15]  
**chart** [70:10,12] [168:10]  
[176:18] [180:8] [200:11]  
[204:7] [210:15] [255:10]  
**charts** [199:22]  
**cheaper** [189:20] [190:20]  
**chemical** [214:20] [221:10]  
[222:6,9] [223:20]  
**chicago** [4:15]  
**choice** [75:5] [113:19]  
**choices** [150:7,12]  
**cholesterol** [188:3]  
**cholesterolreducing** [188:  
3]  
**cholesterol-reducing**  
[188:3]  
**cite** [52:14] [82:16] [100:19]  
[132:11] [173:9] [181:3,4]  
[209:6,8]  
**cited** [129:14] [135:22]  
[139:8] [173:4,7,13] [247:9]  
**citing** [129:21]  
**civil** [1:] [7:9]  
**claim** [67:7] [184:8]  
**clarification** [44:21]  
**clarified** [16:10] [223:9]  
**clarify** [45:7]  
**class** [3:3] [8:4,7] [14:18]  
[97:20] [108:7] [110:16,19]  
[111:1,7] [112:11,21]  
[113:9,10] [114:1,10]  
[148:7] [167:20] [222:16]  
[251:9,16]  
**classes** [112:4] [117:1]  
**clean** [39:20]  
**cleaner** [9:18]  
**clear** [94:16] [130:16]  
**clearly** [73:5] [108:10]  
[124:13] [236:21] [262:15]  
**client** [31:17]  
**clinical** [18:15,16,17] [19:16]  
[20:1,5] [67:11,19,21]  
[68:2,7] [69:4,8,15] [72:11  
,16] [73:21] [74:1,7] [94:3]  
[127:4,8,14,17,18] [128:1,9  
,18] [129:2,5,8] [130:1,6]  
[133:14] [134:15] [135:6]  
**clinically** [131:21] [132:5]  
[133:13,21] [134:9] [135:14]  
**close** [137:17] [179:9]  
**closed** [160:10,17,22]  
**co** [162:12] [163:4] [170:21]  
[171:19] [173:19] [174:15]  
[175:14,19] [176:1,12]  
[194:10] [195:11,15] [200:  
1] [204:9] [207:2] [255:12,15  
,20] [256:10,15,20] [257:5]  
**cognizant** [187:6,10]  
**cohen** [3:4] [8:3] [10:9,13]  
[13:21] [14:6] [44:20]  
[45:6] [47:19] [52:14]  
[76:16] [77:7] [79:18]  
[82:3] [85:7] [91:19] [94:8]  
[95:4] [96:3] [98:9] [104:6]  
[107:4] [113:11] [115:13]  
[119:16] [121:22] [122:8]  
[123:18] [125:19] [132:19]  
[137:1] [138:20] [179:7]  
[199:1,9] [204:18,21]  
[265:11]  
**cohens** [131:15]  
**collect** [207:2]  
**columbia** [2:8] [266:3,]  
**column** [133:17]  
**columns** [133:20]  
**comfort** [230:15]  
**coming** [19:10] [23:18]  
[25:21] [27:5] [34:9] [94:18]  
[122:11] [190:2] [213:11]  
[232:17] [234:16] [240:8]  
[244:10] [260:1]  
**commencing** [2:3]  
**comments** [48:5] [122:18]  
**commercial** [176:20]  
**commission** [266:]  
**commitment** [11:3]  
**committee** [23:20] [130:5]  
[132:2,4,12] [133:12]  
[134:4,8,17] [135:12]  
[136:5]  
**committees** [129:1] [135:19]  
[194:1]  
**common** [35:1,6,15] [57:8,14]  
[201:8] [260:5,10]  
**commonly** [252:9] [255:12]  
**community** [6:20] [108:22]  
[197:12]  
**companies** [18:21] [23:6]  
[24:14] [25:19] [28:5]  
[31:6] [34:21] [38:13]  
[51:19] [55:3,20] [59:7]  
[106:5,6] [146:7] [158:9]  
[163:21] [164:3,9] [167:18]  
[182:10] [193:21] [202:7]  
[210:3] [212:14,20] [213:12  
,15] [221:3] [224:20] [227:10]  
[228:2] [253:11] [257:22]  
[260:6]  
**company** [11:1] [17:22]  
[18:18] [19:3,11,21] [23:18  
,22] [24:7] [25:21] [26:3]  
[28:8] [30:17] [31:2] [34:7,9]  
[36:22] [56:14] [85:15]  
[90:3] [100:6] [106:12]  
[141:12,20] [143:21] [144:  
7] [152:16,22] [153:3,15]  
[155:2] [162:19] [164:22]  
[165:7,18,21] [168:16]  
[176:10] [182:3] [207:19]  
[208:5,8,9] [209:1] [219:13]  
[231:15] [234:19] [237:13]  
[238:7] [239:12] [240:7,13]  
[241:2] [242:1] [245:5]  
[248:3] [249:1] [250:5]  
[257:13]  
**companys** [19:8]  
**comparative** [68:2,7] [74:5]  
**compare** [154:6,8] [157:2,20]  
[203:20] [225:15] [228:10]  
**compared** [64:21] [70:1]  
[154:14] [194:10] [195:14]  
[262:18]  
**compares** [188:12] [255:11]  
**comparing** [73:7,13] [75:12]  
[200:1] [204:8] [228:3]  
**compendial** [105:18]  
**compensated** [12:5]  
**compete** [141:15] [146:7]  
[147:12] [151:4]  
**competed** [146:18] [147:5]  
**competing** [141:13]  
**competition** [21:3] [22:12]  
[240:10] [247:13]  
**competitive** [156:14] [162:  
8]  
**competitor** [87:15] [249:8]  
**competitors** [24:4] [60:9]  
[154:9,15] [229:18]  
**complains** [190:11]  
**completely** [9:5]  
**compound** [98:10]  
**comprised** [162:5]  
**computer** [266:10]  
**computeraided** [266:10]  
**computer-aided** [266:10]  
**concentrate** [16:9]  
**concept** [87:9]  
**concepts** [24:8]  
**concerned** [19:7] [128:11]  
**concerning** [125:6]  
**concerns** [99:19]  
**concessions** [252:22]  
**concluded** [124:8] [130:6]  
[132:13]  
**concludes** [265:14]  
**conclusion** [182:1] [183:22]  
[222:12] [232:21]  
**conclusions** [173:14]  
[175:21] [202:1]  
**conclusively** [112:13]  
[258:11]  
**conditions** [6:19] [197:12]  
**confidential** [1:17] [252:12]  
**confidentiality** [20:18]  
[61:11]  
**confirm** [99:15]  
**conflict** [55:2]  
**congress** [209:16] [211:19]  
[212:11]  
**conjugated** [66:15] [67:1,8]  
[97:22] [98:20] [129:11]  
[149:12] [221:18] [229:2,3  
,8,20] [236:16,17,20] [237:10]  
[243:10] [244:8,16] [249:15]  
**connecticut** [19:19] [178:13]  
**connection** [8:22] [10:8]  
[11:9,11,17] [18:1,10]  
[31:6,10] [32:1,10] [35:13]  
[36:11] [42:1] [47:6] [49:8]  
[50:20] [60:12] [61:2]  
[62:12] [63:20] [79:16]  
[88:10] [111:7] [181:1]  
[184:19] [192:12] [201:9]  
[257:11,17] [260:13]  
**connotation** [150:14]  
**consequences** [61:15]  
**consider** [89:3] [90:6]  
[128:19] [130:2] [134:13,20]  
[213:16] [223:10] [227:1]  
**considerably** [253:1]  
**consideration** [127:3]  
**considerations** [127:13]  
[128:19] [135:20]  
**considered** [89:10] [90:18]  
[100:9] [163:2] [165:18]  
[170:19] [227:16] [228:1]  
**consult** [165:18]  
**consultant** [12:16,19]  
[18:16] [257:10]  
**consultation** [165:11]  
**consulting** [12:22] [17:5,7,17  
,19] [20:14] [25:5] [41:12]  
[62:16] [164:22] [165:7]  
[166:1]  
**consumer** [78:16] [127:4]  
**consumers** [115:20] [150:5  
,11]  
**contact** [14:5] [20:1] [21:17]  
[28:10] [39:17]  
**contacted** [10:9,12,21]  
[13:22] [18:17]  
**contains** [65:22] [207:10]  
**contemplating** [22:18]  
**contents** [6:1]  
**context** [264:6]  
**contexts** [40:15]  
**contingency** [29:9]  
**continue** [89:2] [142:5]  
[144:10] [182:11] [193:18]  
[231:13]  
**continued** [4:1] [5:1,2]  
[91:2] [117:12] [119:11]  
[165:18]  
**continuing** [204:22] [246:9]  
**contraceptives** [153:5,8]  
[154:7] [155:3]  
**contract** [25:7] [27:3] [38:7]  
[40:8,19] [54:15] [57:16]  
[58:2,7,12,22] [59:4] [136:  
22] [140:18] [144:4] [146:8]  
[148:5,6,10,19] [149:17]  
[150:9] [153:4] [156:10]  
[158:10] [173:1] [198:4]  
[227:18] [239:1,15,20]  
[240:4,5,13] [242:4,5,6]  
**contracted** [26:22]  
**contracting** [22:9,11] [23:5]  
[45:18,22] [47:3] [248:22]



**contractors** [209:20]  
**contracts** [26:5,6] [37:7]  
[40:8,18] [52:3] [54:13,20]  
[55:7,13,14,19] [56:1,4,8,16]  
[57:1,15,19,22] [64:6,8]  
[137:15] [139:10] [146:19]  
[147:6,19] [148:2,12]  
[149:9] [155:13] [156:8]  
[158:1,5,14,18] [159:1,7,9]  
[172:12] [188:9,15] [199:12]  
[18] [227:9] [235:4,11]  
[236:10] [238:2,12,16,18]  
[239:7] [241:6,8,17,21]  
[242:2] [247:5,7,15,17,22]  
[248:14,15] [249:10] [250:  
9] [252:6,11,20] [253:16,19]  
[254:1,2]  
**contractual** [128:14]  
**contrary** [102:15] [104:3,11]  
**contrasting** [120:16]  
**convened** [2:2]  
**convenient** [181:22]  
**convention** [193:20]  
**convert** [145:22]  
**copay** [162:12] [163:4]  
[170:21] [171:19] [173:19]  
[174:15] [175:14,19] [176:  
1,12] [195:11] [255:15,20]  
[256:10,15,20] [257:5]  
**co-pay** [162:12] [163:4]  
[170:21] [171:19] [173:19]  
[174:15] [175:14,19] [176:  
1,12] [195:11] [255:15,20]  
[256:10,15,20] [257:5]  
**copayments** [194:10]  
**co-payments** [194:10]  
**copays** [195:15] [200:1]  
[204:9] [207:2] [255:12]  
**co-pays** [195:15] [200:1]  
[204:9] [207:2] [255:12]  
**copies** [159:17]  
**copy** [6:7,13] [63:19] [65:20]  
[118:8] [119:2] [140:6]  
[159:20] [161:6] [209:15]  
[215:4]  
**corner** [131:13]  
**corp** [1:] [3:12]  
**corporation** [7:5,6]  
**correct** [13:12,18] [17:19]  
[18:8,12] [23:7] [25:8]  
[41:21] [44:2,5,6] [49:6,10]  
[12] [50:12,13] [51:16]  
[52:8] [53:18,21] [54:3,7,18]  
[19,21] [55:15] [56:6] [58:17]  
[20] [63:7,20] [64:12] [65:4]  
[69:16] [72:19] [73:15]  
[74:2,15] [79:2] [82:14,15]  
[83:2,8,15] [84:17] [86:2]  
[88:1,19,20] [89:13] [90:19]  
[95:18] [99:22] [100:1,15,17]  
[18] [104:5] [106:9] [108:5]  
[111:8] [112:1,8,9,21,22]  
[114:17] [117:2] [119:15]  
[123:17] [125:13,14,18]  
[130:14] [134:6] [137:19]  
[138:5,19,21] [146:19]  
[147:1,8] [150:8,12] [154:9]  
[159:9,10,22] [160:11,17]  
[162:15] [164:19] [167:21]  
[168:22] [171:21] [172:16]  
[174:15] [177:14] [181:5,6]  
[8,14,17] [185:13] [188:3]  
[189:9] [194:14,15,21]  
[195:3,4,11,17] [199:5]  
[202:12] [203:7] [204:10,11]  
[216:21] [223:2] [237:21,22]  
[238:3,4] [239:17] [240:15]  
[17] [241:3] [243:16] [255:16]  
[17,21,22] [261:11,18]  
**correctly** [218:19]  
**correlated** [225:9]  
**cost** [37:15] [127:10] [130:2]  
[134:20] [152:1] [162:7]  
[171:3] [180:18] [245:19]  
[258:18]  
**costs** [179:1] [210:16]  
[258:20]  
**couldnt** [29:7] [47:8] [107:8]  
[17] [142:10] [153:3,6,15]  
[171:7] [232:7]  
**coumadin** [239:12,16]  
[247:11]  
**counsel** [7:20] [8:15] [42:6]  
[159:2] [266:13,17]  
**counter** [26:13] [32:13]  
[33:22] [34:5,6] [35:2,9,15]  
[17] [36:6,12] [176:5,8]  
**counteract** [34:8]  
**counterdetail** [35:2]  
**counter-detail** [35:2]  
**counterdetailing** [32:13]  
[33:22] [34:5,6] [35:9,15,17]  
[36:6,12]  
**counter-detailing** [32:13]  
[33:22] [34:5,6] [35:9,15,17]  
[36:6,12]  
**country** [170:15]  
**couple** [56:7] [144:18]  
[176:17]  
**coupled** [115:21]  
**course** [102:15] [155:10]  
[189:12]  
**court** [1:1] [7:7,18] [8:9]  
[9:9] [10:3] [266:1]  
**covered** [41:11] [42:10]  
[48:22] [152:9,14] [153:5]  
[163:10] [233:12]  
**cox** [111:7,11] [112:4]  
**cox2** [111:7,11] [112:4]  
**cox-2** [111:7,11] [112:4]  
**create** [26:11]  
**created** [250:5]  
**credibility** [31:19] [87:10]  
**credible** [34:14]  
**crestor** [113:1,4]  
**critical** [218:20]  
**criticism** [219:15] [245:16]  
**cross** [199:8]  
**cross/blue** [54:16] [55:18]  
**crossexamination** [199:8]  
**cross-examination** [199:8]  
**csu** [131:22]  
**cunniff** [17:21]  
**curious** [61:20]  
**curran** [46:8]  
**current** [62:15] [100:20]  
[101:11]  
**currently** [126:15,16]  
**customary** [197:18] [198:13]  
[19] [200:6] [202:10]  
**customer** [36:1] [37:11]  
[38:16,22] [52:21] [53:6,8,11]  
[58:12] [87:13] [126:8]  
[145:17]  
**customers** [24:3] [38:15]  
[51:7] [52:19] [57:5] [90:4]  
[126:7] [166:18] [187:4,5]  
[200:3] [202:14] [237:14]  
[254:16]  
**cut** [62:21] [248:17,18]  
**cvs** [1:10] [3:11] [7:5] [13:17]  
[19] [14:1,3] [110:5] [199:16]  
[18]  
**cycle** [88:9]  

---

**D**  

---

**d.c** [2:5] [4:8]  
**d/b/a** [1:]  
**daily** [155:13] [156:21]  
**data** [67:20] [71:12] [72:9]  
[73:12,13,22] [100:12]  
[103:4] [105:20] [106:6]  
[107:15] [121:10,12] [151:  
12] [168:7,15] [169:16]  
[170:4] [171:22] [172:6]  
[192:6,10,14,17] [200:13]  
[202:17,18,19,21] [203:11]  
[212:6] [216:16] [226:20]  
[235:16] [243:16] [256:3,7]  
[263:1,5,6,18] [264:8,9,17]  
[22] [265:3]  
**databank** [105:8,17] [106:1]  
[182:4]  
**database** [106:12]  
**date** [106:18] [205:2,5]  
**dated** [205:3]  
**day** [13:9] [69:3] [80:19]  
[83:1,2] [84:13]  
**days** [13:7] [247:15]  
**deal** [38:19] [58:22] [61:5]  
[153:9] [155:4] [158:19]  
[241:1] [247:10]  
**dealing** [38:16] [176:3]  
**decide** [46:16] [95:17]  
[128:15]  
**decided** [152:1] [162:1]  
[221:21] [254:2,3,8]  
**deciding** [95:22]  
**decision** [59:8] [77:13]  
[93:12] [128:5,11,14]  
[135:3,9] [136:3] [153:21]  
[162:3] [171:7] [190:17]  
[257:18]  
**decisions** [135:6,18]  
**decline** [125:2]  
**decrease** [125:3]  
**decreases** [124:20]  
**deep** [188:7]  
**defendant** [1:] [4:11] [5:2]  
[8:15]  
**defendants** [1:9] [7:4]  
**defended** [62:9] [63:4]  
**defending** [253:7]  
**deficiencies** [116:1,8,12]  
[121:7] [124:7,10]  
**deficiency** [116:9]  
**define** [127:16,18] [148:4]  
[229:4] [230:16] [233:22]  
[235:11,16] [244:5]  
**defined** [169:19,22] [234:9]  
[235:1,5,13] [236:9] [243:22]  
[244:7]  
**defines** [171:11]  
**definitely** [78:19] [80:13]  
[97:9] [231:10]  
**definition** [184:21]  
**defy** [243:21]  
**delta** [224:1]  
**demand** [126:22] [127:4,17]  
[18] [181:11] [256:9]  
**demands** [127:15]  
**democrats** [80:5]  
**demonstrated** [108:11]  
[112:14,15]  
**deny** [208:22]  
**denying** [212:19]  
**departments** [54:2] [103:7]  
[128:1]  
**depending** [167:15] [218:10]  
**depends** [12:20] [30:19]  
[31:12] [35:20] [81:6,9]  
[127:16] [166:14] [167:6]  
[213:10] [235:17] [245:3]  
**deposition** [1:] [2:1] [6:7,11]  
[7:3,11,16,19] [8:22] [9:21]  
[22] [10:5] [16:10,14,17]  
[17:16] [18:2,5] [28:4]  
[41:14,16] [43:12,13,14]  
[45:21] [46:11,14,15,17]  
[47:17,20,21] [48:1,2,11]  
[50:9] [52:11] [62:5] [63:19]  
[64:3] [109:7,13] [111:3]  
[129:15] [130:13,22] [131:  
2,9,12] [133:6] [134:18]  
[136:19] [146:14] [159:21]  
[161:7] [165:5] [207:14]  
[209:11] [211:7,13] [215:3]  
[5] [216:2] [217:2,3,18]  
[230:22] [265:15,19] [266:  
5,7,11,15]  
**depositions** [44:10,12,14,19]  
[45:2,9,13] [47:1] [137:17]  
**depth** [42:16]  
**derived** [74:17] [75:6,13,14]  
[76:10,12] [79:4]  
**describe** [248:1]  
**described** [11:2] [36:13]  
[158:6]  
**describes** [197:8]  
**describing** [240:22]  
**description** [6:5]  
**design** [179:2]  
**despite** [108:14,16,19]

[147:3]  
**destroy** [249:9]  
**destroyed** [43:8]  
**detail** [34:8] [65:20] [66:8]  
[72:15] [73:2] [211:3]  
[225:14,16] [227:21]  
**detailing** [26:13] [176:6]  
[220:9] [227:4]  
**details** [224:21] [225:9,10,21]  
[226:6,17] [228:5] [229:7]  
[234:7]  
**determination** [136:6]  
**determine** [86:22] [159:7]  
[181:10] [258:7]  
**determined** [67:22] [74:2]  
[133:12] [134:4,16] [251:5]  
**determining** [134:21] [183:  
2] [201:9] [225:13] [227:7]  
**detriment** [167:17] [168:4]  
**develop** [20:22] [21:7]  
[28:19] [86:16]  
**developed** [21:12] [27:2]  
[28:16] [165:2] [182:17]  
[185:16]  
**development** [30:22]  
**diabetes** [22:20] [250:11]  
[253:8]  
**diagnostic** [22:20]  
**dialysis** [253:8]  
**didnt** [12:13] [22:6] [31:5,9]  
[38:21,22] [43:9,22] [44:11  
,16] [45:8,20] [46:12] [47:5  
,20,21] [52:18] [53:20]  
[54:1] [60:18] [61:1] [81:17]  
[89:19] [90:11] [93:21]  
[95:1] [97:12] [102:18]  
[105:6] [108:2] [123:9]  
[124:11] [129:5,7] [135:12  
,13] [136:21] [137:10]  
[144:17] [146:14] [158:10]  
[159:2,4,9] [164:11] [173:9]  
[186:4] [192:13] [217:4,20]  
[222:2] [225:5] [226:22]  
[250:19] [253:2] [259:8]  
[263:16,20] [264:14]  
**differ** [61:17]  
**difference** [37:22] [59:12,13]  
[78:7] [82:21] [83:3] [90:22]  
[98:21] [134:15] [194:17]  
[195:1] [204:4] [205:10]  
[223:7] [255:14,20] [256:20]  
[257:6]  
**differences** [132:16]  
**different** [26:15] [38:15]  
[40:15] [41:1] [99:12]  
[102:6] [111:11] [113:9]  
[119:14] [133:10] [140:15]  
[146:1,16] [149:17] [170:16]  
[186:15,18] [188:20] [196:  
13] [207:5,16] [211:17]  
[221:11] [223:22] [228:10]  
[232:19] [233:5] [236:2]  
[238:6] [242:18] [256:8]  
**differential** [256:10,15,20]  
[257:5]  
**differentiate** [119:12] [187:  
4] [189:7]  
**differentiation** [61:19]  
**difficult** [38:6] [58:4] [158:12]  
[176:14] [244:13]  
**difficulty** [68:12]  
**dinner** [26:19]  
**direct** [3:3] [8:3] [41:8]  
**directly** [41:8] [54:22] [221:  
14] [237:4,8]  
**disadvantage** [97:3]  
**disadvantaged** [126:13]  
[180:1]  
**disagree** [82:9] [127:11]  
[141:1] [201:17,21] [220:20]  
[229:13] [245:11] [246:14]  
**disbelieve** [141:3]  
**disclose** [70:18]  
**discount** [37:10] [188:7]  
[248:9]  
**discriminate** [254:4]  
**discuss** [11:5] [69:1]  
**discussed** [162:19] [194:6]  
**discusses** [134:17]  
**discussing** [32:11] [133:5,7]  
[194:5]  
**discussion** [49:9] [65:22]  
[161:12] [162:1] [199:17]  
[200:12] [207:18] [252:11]  
**discussions** [14:2,12,17]  
[151:20]  
**dispensed** [34:16] [226:10  
,12]  
**dispensing** [197:20] [198:11  
,12,18,19] [200:7,18] [202:  
3] [203:17] [205:19]  
**disputing** [48:17] [171:4,10  
,17] [174:13]  
**dissolution** [65:5] [67:13]  
[71:1]  
**distinctions** [190:8]  
**distribution** [65:10]  
**district** [1:1,] [2:7] [7:7,8]  
[266:3,]  
**division** [1:2] [7:9] [23:12]  
**divorce** [29:17]  
**dobie** [4:12] [6:3] [7:22]  
[8:16,21] [14:21] [15:3]  
[16:7] [25:2] [45:3,15]  
[47:22] [52:15,16] [63:13,17]  
[77:4,11] [80:17] [82:5]  
[85:16] [92:2,7] [94:11]  
[95:14] [96:5] [98:15]  
[104:10] [107:6] [109:4,17]  
[114:11] [115:15] [117:18]  
[118:6] [119:19] [122:1,14]  
[124:2] [126:5] [130:20]  
[133:4] [137:4] [138:22]  
[140:1,5] [179:10,16]  
[196:20] [197:3] [199:6,10]  
[204:20] [205:7] [211:1,15]  
[233:19] [254:20] [255:5]  
[265:9]  
**doc** [189:16] [233:1]  
**doctor** [33:10,11] [34:10,15]  
[35:2] [67:19] [73:21]  
[103:1,9,18] [107:9] [146:1  
,3] [180:3,9] [189:11,12,18]  
[190:13,16,22] [191:10,12  
,15] [232:6,20,22] [233:5]  
**doctors** [26:20] [32:20]  
[33:7,22] [35:2] [53:21]  
[69:6] [96:4] [98:22] [115:4]  
[122:19] [176:16] [180:2]  
[181:12,20] [182:6,12,18]  
[183:4,19] [186:19] [187:3  
,6] [189:7] [190:7,10] [191:  
18] [192:1,7] [194:2] [223:15]  
[225:18,20] [228:15] [230:  
15] [245:22] [259:19]  
**doctortodoctor** [103:18]  
**doctor-to-doctor** [103:18]  
**document** [15:11] [42:3,9,15  
,17] [48:6] [50:2,7] [67:10]  
[101:14] [159:20] [160:2]  
[161:6,18,22] [186:14]  
[197:6] [209:15,21] [211:17]  
[212:11] [215:15] [216:1]  
[242:12]  
**documents** [12:2] [35:22]  
[41:18,22] [42:7,19,22]  
[43:2,19,20] [47:14] [49:7]  
[124:18] [172:2,4,5,19]  
[173:16] [174:4,7,20]  
[175:1,9,16] [199:4,6,7]  
[200:21] [205:1,2,3,6]  
**doesnt** [38:7] [59:5] [79:8]  
[101:18] [102:7] [114:21]  
[115:3] [120:4] [121:3]  
[135:16] [183:1,21] [186:10]  
[188:22] [190:7] [191:11]  
[195:7] [213:5] [227:14]  
[249:3]  
**doing** [11:8] [32:12] [36:5]  
[37:1] [38:3] [55:9] [73:7]  
[87:21] [104:5] [126:4]  
[155:10,16,17,18] [156:20]  
[165:10] [171:21] [183:10]  
[189:12] [220:16,19] [233:  
1] [238:6] [259:6,12]  
**dollar** [111:21] [195:3]  
[258:16]  
**dollars** [221:16] [222:2]  
**don** [47:8,11] [48:4] [49:8]  
**done** [17:15,22] [18:5]  
[27:21] [28:11] [35:14]  
[65:3] [69:14,22] [70:9]  
[71:3,12] [73:10] [74:7]  
[86:19,21] [87:2] [99:14]  
[104:12] [105:8,16] [106:17]  
[114:9] [138:15] [144:5]  
[154:22] [195:13] [204:20]  
[216:7] [217:21] [219:3,4,22]  
[220:2] [222:22] [224:15]  
[226:7] [238:8,10] [248:14]  
[256:13,18] [257:3,17]  
[258:1,7,15]  
**dont** [12:16] [13:10,21]  
[14:21] [18:19] [20:3]  
[37:3] [38:6] [44:22] [45:2]  
[56:12] [58:4,9] [63:13]  
[68:10] [72:2] [76:19]  
[77:17,22] [78:10] [82:3]  
[83:16] [86:17] [89:15]  
[94:17] [95:8,13] [96:2]  
[101:9] [103:4] [104:7,9]  
[105:4] [106:2] [107:5]  
[114:6] [119:22] [122:10,12]  
[123:21] [125:21] [131:8]  
[136:16] [138:3] [141:3,17  
,19] [142:20] [143:6,10]  
[145:8,16] [146:6] [147:19]  
[148:9] [150:14] [152:20]  
[153:19] [156:1,16] [157:19]  
[158:17] [159:17] [163:22]  
[165:8] [166:15] [167:1,7]  
[169:1,4,13] [171:20]  
[173:21] [176:22] [177:15]  
[178:13] [179:3,6] [182:20]  
[183:6] [184:1] [187:7,9,10]  
[189:2,11,21] [190:4,16,20]  
[191:18] [202:5] [204:7]  
[209:6] [210:9,20] [221:15]  
[224:18] [229:10] [230:5,11  
,18] [231:20] [233:13,17]  
[234:22] [236:18] [237:12]  
[240:18] [244:9,11,13,19]  
[245:2] [246:14,18] [247:3]  
[248:3,7,8] [249:7,12]  
[251:10] [252:4] [254:20]  
[256:12,17,18] [257:7]  
[258:12] [259:3] [261:3,22]  
[262:2] [263:11,13] [264:7  
,9,21] [265:13]  
**dosage** [64:20] [70:7] [91:11  
,13,16] [92:18] [93:1] [115:  
21] [116:7] [119:5] [120:3,7  
,11,18] [122:5] [123:13]  
[186:4] [204:1] [256:1,2,11]  
**dose** [71:22] [94:6,21]  
[97:1,6]  
**doses** [92:11] [246:16]  
**double** [71:22] [94:6,21]  
[97:1,5]  
**down** [9:10] [101:6] [105:5]  
[123:5] [124:15] [191:13]  
[200:15]  
**downs** [29:1]  
**dozen** [176:13] [196:4]  
**dr** [6:14] [48:17,20] [64:18]  
[82:9] [116:11] [124:7,10]  
[140:7,13] [143:9] [183:11  
,14] [201:14,22] [225:8,11]  
[245:11] [260:11]  
**draw** [131:11] [140:11]  
[183:22] [216:15]  
**drawing** [161:11] [190:8]  
[232:20]  
**drew** [211:16]  
**drive** [4:14] [59:15]  
**driven** [59:8] [78:16]  
**drop** [56:7] [86:10]  
**drops** [39:21]  
**drug** [65:11,13] [103:2]  
[113:19] [125:12] [128:6]  
[148:13] [155:16] [176:8]  
[180:1,4] [187:14] [214:22]  
[250:15]  
**drugs** [111:1] [113:14]

[127:8] [133:21] [177:20]  
[181:12] [187:15] [198:12]  
[223:13] [250:14] [251:20]  
**drugstore** [51:20] [220:14]  
**due** [162:3,7]  
**duly** [8:13]  
**duramed** [6:8] [8:22] [9:22]  
[12:3,9] [15:8,14,19] [16:12]  
[14,17,22] [18:11] [42:20]  
[43:2,11,21] [44:15,19]  
[45:1,22] [49:15] [63:20]  
[67:10] [68:1,6] [70:13]  
[71:12] [76:2] [80:14]  
[82:11] [85:1,4,5,19] [89:4]  
[12] [91:15] [104:4] [107:12]  
[108:17] [114:15,20] [117:  
12] [122:3] [138:1] [139:15]  
[140:15,18] [141:5] [143:2]  
[13,14,21] [144:13,14]  
[145:10] [147:12] [151:4]  
[153:19] [155:4] [156:13,21]  
[158:9] [160:3] [161:9]  
[163:7,10] [164:4,16,17]  
[165:19] [166:2] [168:5,8]  
[169:2] [172:3] [175:5]  
[207:9] [208:5,8] [221:5]  
[224:7] [227:7] [228:13]  
[229:15] [234:2] [235:1]  
[236:10,12] [244:7] [249:13]  
[257:10] [260:16] [261:20]  
[263:3] [264:18]  
**durameds** [69:12] [85:22]  
[142:7] [143:5] [167:20]  
[172:10] [208:12] [227:7]  
[235:6] [237:7]  
**during** [51:13] [52:11]  
[66:10] [78:2] [83:14]  
[93:1] [97:16] [125:10]  
[151:11] [161:9,14] [164:18]  
[180:9] [208:5] [210:8]  
[212:15] [245:21] [246:19]  
[252:21] [255:13] [263:3]

## E

**e.g** [205:19]  
**earlier** [56:10] [120:10]  
[242:11]  
**early** [28:15] [39:14] [259:13]  
**earn** [149:4]  
**educated** [68:18] [86:15]  
**education** [253:21]  
**educational** [100:21] [101:  
12] [126:3,9]  
**effect** [97:20] [110:17,19]  
[113:9] [222:16]  
**effective** [83:10] [219:9]  
**effectively** [230:2] [246:8]  
**effectiveness** [225:14]  
[261:6]  
**effects** [65:8] [108:8] [111:1]  
[112:14] [114:1,10] [128:5]  
**effexor** [153:12]  
**efficacy** [71:22] [94:7]  
[97:1,6]  
**efficiently** [230:2]

**efforts** [36:2] [214:5] [220:10]  
**eight** [93:2] [236:1]  
**elephant** [3:13] [109:20]  
[110:3] [199:16]  
**either** [16:9] [35:19] [45:5]  
[46:18] [56:5] [70:12]  
[141:18] [215:21] [222:3]  
[232:11] [243:12]  
**electronic** [264:20] [265:2,3]  
**elements** [207:10,11]  
**eliminated** [65:15]  
**elimination** [65:10]  
**elliott** [5:3]  
**elliott** [8:1]  
**else** [18:13] [33:3,5] [37:4]  
[67:4] [122:21] [154:2]  
[164:21] [189:1] [193:13]  
[239:15] [243:2] [244:6]  
[247:11]  
**elses** [58:6]  
**emails** [172:21]  
**e-mails** [172:21]  
**emergency** [191:6,7]  
**employed** [140:16] [266:14]  
[17]  
**employee** [266:16]  
**employees** [27:4] [29:19]  
[33:22]  
**employer** [51:8]  
**employment** [41:12]  
**empty** [83:7]  
**encompasses** [21:2]  
**end** [4:3] [8:7] [55:9] [80:19]  
[109:7] [180:9] [208:16]  
[211:7] [230:10,11] [231:22]  
**ended** [60:21]  
**endpayer** [8:7]  
**end-payer** [8:7]  
**enough** [137:13,17] [159:17]  
[171:3]  
**enter** [238:1] [242:1]  
**entered** [55:13] [56:16]  
[59:3]  
**entire** [124:22] [136:14]  
[157:20] [180:18]  
**entities** [155:8] [214:20]  
**entitled** [76:3]  
**entity** [221:11] [222:6,9]  
**entrances** [62:10]  
**entrants** [63:5]  
**environments** [21:5]  
**equal** [59:11] [87:14] [159:13]  
[212:1]  
**equalling** [211:22]  
**equivalent** [134:5,10] [224:  
4]  
**ert** [115:19] [116:22] [149:22]  
[236:11] [264:2,5]  
**escapes** [178:12]  
**esi** [131:17]  
**especially** [193:19] [234:16]  
**esquire** [3:4,13] [4:5,12]  
[5:3] [7:16,19]  
**esrd** [62:11]  
**essence** [150:1] [151:14]  
**essentially** [212:13] [228:15]

**esteemed** [209:17]  
**estimation** [135:2,14]  
**estrate** [88:11] [228:20]  
**estrateg** [262:20] [263:12]  
**estrogen** [68:8] [73:6]  
[97:22] [98:20] [102:2]  
[123:12] [149:12] [150:6]  
[167:20] [168:4] [228:3]  
[229:2,3,8,20] [236:16,17]  
[237:10] [241:13] [249:15]  
[261:1] [262:14]  
**estrogens** [66:15] [67:1,8]  
[129:11] [171:4] [221:18]  
[227:10] [243:10] [244:8,16]  
**estropiate** [228:21]  
**estrotab** [79:11,13] [80:10]  
[262:17] [263:9]  
**et** [1:] [26:4] [60:7] [65:11,16]  
[67:13] [105:3] [118:15]  
[158:16] [180:10] [229:7,10]  
**even** [9:17] [11:13] [13:8]  
[35:21] [39:21] [55:2]  
[71:18] [73:16] [89:2]  
[94:13] [100:19] [119:10]  
[122:5] [123:10] [136:16]  
[142:15] [147:9] [156:16]  
[158:12] [176:10] [177:19]  
[185:19] [191:6] [206:19]  
[213:2,7,16] [222:17,22]  
[224:10] [232:14] [233:4]  
[237:1] [240:12] [241:7,22]  
[242:3,12]  
**event** [195:9]  
**eventually** [29:12] [83:18]  
[134:12]  
**ever** [12:21] [14:11] [68:6]  
[74:7] [181:15] [182:6,17]  
[192:6] [199:15] [216:17]  
[233:13] [243:17] [244:7]  
[252:5] [256:13,18] [260:11]  
**every** [66:18] [70:21] [71:4]  
[77:19] [87:14] [155:18]  
[203:11] [244:21] [248:13]  
**everybody** [38:7] [170:1]  
**everyone** [37:4]  
**everything** [38:5] [144:5]  
[156:8]  
**everywhere** [122:21]  
**evidence** [35:7] [107:2]  
**evil** [37:7]  
**exact** [140:17] [148:2]  
[221:5]  
**exactly** [24:17] [34:3] [44:2]  
[47:15] [49:16] [52:7]  
[56:19] [98:17] [101:16]  
[106:10] [109:2] [143:8]  
[151:19] [226:21] [250:6]  
[256:22]  
**examination** [6:2] [8:12,15]  
[124:4] [151:7] [178:1]  
**examine** [224:19]  
**examined** [8:13] [127:10]  
[142:6] [143:4] [225:4]  
**example** [13:4] [19:2] [25:20]  
[26:12,16] [33:9] [34:11]  
[35:3,5] [45:16] [47:2]

[55:3] [70:3] [93:9] [99:9]  
[100:20] [101:11] [107:8]  
[111:5] [113:2,18] [135:10]  
[139:5] [157:15] [162:17]  
[170:13] [180:1] [184:14]  
[185:8,17] [186:3] [187:21]  
[194:12,17] [195:16] [197:  
16] [200:15] [203:14,15]  
[225:4,13] [236:3] [247:9]  
[255:14] [263:7,11] [264:1]  
**examples** [112:17] [113:13]  
[14] [136:13] [140:14]  
[146:11] [151:15] [212:10]  
[252:14]  
**except** [25:13]  
**excluded** [91:15] [227:13]  
[241:6] [242:14]  
**exclusion** [113:20]  
**exclusive** [133:16,17]  
[148:7] [149:18,22] [239:7]  
[8,14,20] [240:12] [241:21]  
[242:3] [250:8] [251:8,15,21]  
**exclusively** [59:8]  
**excuse** [33:12] [179:7]  
[199:1]  
**executed** [207:11] [219:13]  
**executive** [23:20]  
**exhibit** [14:22] [15:1,5,9]  
[17:1,11] [41:18] [43:10]  
[62:4] [63:15,18] [65:18,19]  
[117:16] [118:4,7] [119:2]  
[120:7] [130:17,18] [134:18]  
[140:2,3,6,12] [159:16,19]  
[160:20] [161:3,5] [162:20]  
[170:14] [196:15,16,17]  
[197:1,4,6,10,11,16] [198:  
3,14] [209:12,14] [211:4]  
[212:12] [216:2]  
**exhibits** [6:4,22] [168:8]  
[197:5] [215:5]  
**exist** [147:19]  
**exists** [222:19]  
**expect** [98:1] [250:19]  
[251:7,10,22]  
**expectation** [99:20]  
**expected** [173:1] [209:2]  
[212:21] [224:10]  
**expenses** [211:20] [215:18]  
**expensive** [131:18] [190:14]  
[15]  
**experience** [34:22] [48:19]  
[49:20] [53:13,15,17]  
[86:7] [87:19,21] [98:21]  
[127:20,21] [148:16] [164:  
5,19] [165:22] [178:22]  
[181:4] [192:20] [193:4,5,7]  
[12,13] [237:11] [239:5]  
[257:21] [261:8]  
**expert** [6:13] [10:8] [13:19,20]  
[16:22] [18:7,18] [36:12]  
[62:13] [64:6,15] [86:18]  
[110:4] [140:7,8,13]  
**expertise** [78:13] [102:14]  
**experts** [209:18]  
**expires** [266:]  
**explain** [37:3] [45:20] [100:

7] [195:5]  
**explained** [27:8] [28:19]  
[211:3]  
**exposed** [18:21]  
**exposing** [19:11]  
**expressscripts** [129:20]  
[130:5] [131:18] [132:13]  
[133:8] [134:4,20] [135:22]  
[136:3,12,15,18,21] [137:10]  
[138:5,18] [139:4,13]  
[167:11] [172:19,22] [241:  
12,14]  
**extemporaneous** [264:15]  
**extent** [22:10] [40:7] [46:3]  
[71:18] [91:3] [138:4]  
[180:17] [185:9] [186:2]  
[192:7] [213:20] [247:7]  
[249:2] [252:8] [259:18]  
**extracted** [75:7]  
**eye** [39:21] [40:12]

## F

**face** [146:8] [147:12] [250:18]  
**faced** [227:8]  
**facilities** [22:2] [41:9]  
**facing** [146:13]  
**fact** [48:21] [69:2] [72:14]  
[100:12] [104:1] [107:1,18  
,19] [108:14,16,19] [112:2]  
[117:12] [121:8] [132:10,13  
,15] [134:15,21] [136:8,12,20]  
[137:9] [138:4,16] [141:5,7]  
[143:18] [146:16] [148:1]  
[155:4] [158:5] [163:7]  
[166:21] [167:16,17] [168:  
2] [170:8,12] [171:3,5,18]  
[174:8,13] [180:15] [183:18]  
[187:7] [190:5,7] [192:7]  
[200:2,4] [202:8,13] [203:10]  
[212:19] [213:7] [238:11,13]  
[241:20] [251:12] [264:7]  
**factor** [262:15]  
**fail** [183:22]  
**fair** [248:22]  
**fairly** [201:8]  
**fairness** [64:4] [173:12]  
**falls** [176:20]  
**false** [76:2,4]  
**familiar** [23:14] [29:2] [37:2]  
[71:8,11,17] [82:13] [85:17]  
[106:9] [110:21] [111:10]  
[112:2] [113:3,4] [187:20,22]  
[192:16] [199:12] [250:8]  
**far** [34:20] [125:16] [128:11]  
**fared** [81:4]  
**farms** [5:4]  
**fast** [233:11]  
**favorable** [67:6] [82:17]  
**favorably** [64:21]  
**fd** [119:3]  
**fda** [59:10] [71:13] [72:5,10]  
[73:12] [94:4] [97:21]  
[100:8] [102:18] [107:19]  
[108:15,16,19] [114:14,19]  
[116:21] [117:11] [118:10]

[119:3,11] [120:1] [121:8]  
[123:11,15,22] [222:18]  
[254:2]  
**fdas** [120:17]  
**feasible** [141:17]  
**feature** [68:15,16]  
**features** [68:14] [84:21]  
**february** [6:12] [131:1]  
**fee** [197:20] [198:11,12,18]  
[200:7,18] [202:3] [203:17]  
[205:19]  
**feed** [75:15] [76:13] [79:15]  
**feedback** [90:3] [184:15]  
**feel** [38:14] [44:11] [45:8]  
[62:22] [263:20]  
**feet** [230:22]  
**feinberg** [5:3] [8:1]  
**felt** [12:14] [16:20] [23:21]  
[80:15] [220:12]  
**femhrt** [228:18]  
**fence** [145:4]  
**ferrell** [4:4] [8:8]  
**few** [211:17] [217:22] [255:  
6]  
**field** [193:4,5]  
**fight** [60:22] [139:16] [143:  
3,7,15]  
**fighting** [148:18]  
**figure** [81:8] [174:12] [225:  
17]  
**fill** [206:17] [223:14,15]  
**filled** [176:15] [220:2,14]  
[226:2,18] [227:3] [231:21]  
[232:1,5,8] [243:1]  
**final** [125:4]  
**financial** [127:3,13] [128:13  
,19] [135:20] [136:5] [139:15  
,19] [143:3,14] [145:5]  
**financially** [28:22] [143:6]  
[153:22] [155:1] [266:18]  
**find** [47:8,10] [48:14] [49:11]  
[80:2] [105:14] [119:12]  
[169:18] [213:7]  
**finds** [190:10]  
**finish** [9:15,16] [242:2]  
**finished** [68:7] [204:18]  
**finkelstein** [4:6] [8:6]  
**firestone** [51:20]  
**firm** [7:16] [14:9]  
**first** [8:13] [10:21] [28:2]  
[49:1] [55:10] [65:1] [76:17]  
[101:8] [105:8,17,20]  
[106:1] [143:16] [144:6,11  
,20] [151:11] [158:13]  
[161:12,15] [182:4] [190:18]  
[191:2] [197:6] [198:5,10]  
[203:19,21] [208:13] [209:  
2] [210:8] [211:21] [212:15  
,21] [213:3,12] [218:6]  
[224:11] [226:8] [230:11]  
[239:21] [246:16,19]  
**fit** [41:3] [110:20] [168:10,12]  
**fits** [168:14]  
**five** [111:16] [224:17] [262:  
15]  
**flashes** [101:22]

**florida** [26:17] [53:10,14]  
**focus** [13:5] [17:14] [40:9]  
[45:12] [88:18]  
**folder** [191:11]  
**folks** [32:2] [44:14]  
**follow** [142:20] [234:4]  
**followed** [82:11] [85:2]  
**following** [142:1]  
**follows** [8:14]  
**footnote** [172:15] [181:3]  
**force** [25:13] [28:7] [30:7,13]  
[47:4] [68:18] [72:15]  
[83:13] [86:1] [107:8]  
[219:1] [225:18] [228:5]  
[231:7,14] [260:16]  
**forces** [25:17] [84:12]  
**foregoing** [266:5,7]  
**form** [47:19] [79:18] [85:7]  
[94:9] [95:4] [96:4] [98:9]  
[104:6] [107:4] [113:12]  
[119:16] [120:4] [122:8]  
[123:18] [125:19,22] [132:  
19] [137:1] [138:20] [166:9]  
**formal** [193:14]  
**formally** [164:10]  
**format** [264:20]  
**formerly** [54:6]  
**formula** [201:7,8] [205:11,17]  
[209:6] [212:20]  
**formularies** [26:4] [169:7,17  
,21,22] [170:10] [171:12]  
[174:9] [187:17] [220:1]  
[235:18] [251:8]  
**formulary** [26:18] [127:5]  
[128:16] [132:17] [133:8,22]  
[134:22] [135:10] [136:4,21]  
[137:5] [138:18] [149:10]  
[150:7] [152:15] [153:11,13]  
[157:9] [160:5] [162:13]  
[167:19] [168:3] [169:9]  
[171:7,11] [177:5] [178:7,9  
,10,19] [181:12,21] [182:7,13  
,19] [183:4,20,21] [185:11,19]  
[187:14] [232:13,15] [233:  
3] [241:10] [242:4,7,9,11]  
[243:1]  
**formulation** [128:20]  
**forth** [151:20]  
**fortune** [152:10,19] [155:9]  
**forwarded** [265:7]  
**found** [76:11] [110:9] [251:  
1]  
**foundation** [77:9,10]  
**four** [11:10] [20:12,13]  
[27:22] [28:12] [83:2,22]  
[84:13] [190:6] [224:17]  
[236:5]  
**frame** [83:15]  
**frank** [27:17] [33:3,4]  
**frankly** [29:9] [113:6] [186:  
12] [196:6] [202:18] [213:16]  
**free** [249:14]  
**friends** [193:16]  
**full** [8:17] [84:14] [120:19]  
**fully** [152:5]  
**funding** [31:17]

**further** [11:5] [108:3] [266:15]  
**future** [21:6] [186:8]

## G

**gave** [58:22] [63:19] [196:6]  
[205:10] [217:15] [246:17]  
[265:4,6,7]  
**geez** [191:16]  
**generally** [168:20] [178:21]  
**generate** [192:21] [213:18]  
[232:3]  
**generated** [225:16]  
**generic** [19:10] [59:6] [60:11  
,13,18] [61:2,9,16] [62:10]  
[63:5] [71:5] [87:17] [100:10]  
[188:22] [198:12] [218:14]  
[239:10,16] [242:1] [244:17]  
[249:10] [250:1,4] [253:11  
,18] [254:14,18]  
**generically** [34:17] [224:4]  
**generics** [18:22] [59:11,20]  
[61:5,6] [146:13] [228:21]  
[239:21] [242:18] [243:4,6]  
[247:10] [248:2]  
**geography** [53:14]  
**gets** [36:1] [121:13] [141:2]  
[185:10] [228:7]  
**getting** [59:14] [69:11]  
[88:22] [97:11] [100:22]  
[101:13] [113:7] [121:19]  
[124:4] [132:17] [143:22]  
[150:4] [155:5,15] [156:3]  
[157:3,14,16,21] [158:17]  
[179:8] [184:15] [204:6]  
[220:1] [242:13]  
**gibson** [183:14]  
**gibsons** [183:11]  
**giralda** [5:4]  
**give** [19:2] [23:4] [52:14]  
[64:6] [108:2] [131:6]  
[144:2] [150:19] [176:16]  
[177:2] [180:1] [189:19]  
[190:19] [196:15] [197:4]  
[240:9] [243:12] [248:9]  
[249:20]  
**given** [6:8] [11:3] [38:14]  
[42:8] [74:20] [75:5] [100:2]  
[104:19] [107:7] [113:13,14]  
[125:5] [266:12]  
**gives** [87:10]  
**giving** [142:2,5] [246:4]  
[257:14]  
**glib** [249:21]  
**go** [14:21] [16:1] [23:5]  
[26:2,10,14,18] [27:15]  
[29:11] [32:19] [34:7,15]  
[35:1] [38:4,12] [39:1]  
[53:19] [59:21] [60:1]  
[63:13] [68:13] [71:4]  
[81:20] [85:10] [86:18]  
[89:15] [91:3] [102:17]  
[105:15] [109:4] [118:3]  
[129:11] [133:15] [134:21]  
[136:9,20] [143:21] [144:7  
,14] [153:12] [156:7,9]



[158:20] [160:7] [175:7]  
[176:13] [184:10] [191:3,6  
11] [193:19] [196:10]  
[198:3] [211:1] [221:15,16]  
[230:13] [233:15] [236:6]  
[242:19] [243:2] [248:3,4,7]  
[254:11,20] [255:7] [262:22]  
[263:20]  
**goal** [237:7]  
**goals** [208:13]  
**goat** [75:14] [76:14] [79:16]  
**god** [145:7] [189:16]  
**godfrey** [18:6,9] [43:6]  
[74:20]  
**goes** [127:7] [128:13] [132:  
7] [143:20] [203:12] [230:6]  
[254:5]  
**going** [9:14,18] [11:2,14,21]  
[12:14] [13:2,4] [21:1,4]  
[23:13] [28:14] [29:10]  
[30:20] [31:13] [36:4]  
[38:10,17] [39:14] [52:9]  
[59:15] [60:8] [61:10]  
[68:11] [69:1] [70:22]  
[74:4] [79:20,21] [80:2,3,6]  
[81:10,12,22] [85:13,14]  
[86:10] [87:9,17] [89:18]  
[93:17] [100:14] [106:22]  
[108:8,12] [109:8] [113:11]  
[123:4,5,13] [124:15]  
[128:6] [131:5,6] [133:15]  
[135:2,7,9] [136:11] [141:21]  
[142:1,3] [144:2,4,7,10,20]  
[145:21] [146:5] [148:12,14]  
[149:18,21] [152:1] [153:21  
22] [154:1,5] [156:5,7,13]  
[169:18] [170:13] [177:1]  
[179:11] [187:13] [189:13]  
[195:19] [197:9] [211:8,13]  
[213:3,7,8,9,15,17,21]  
[221:9,11] [223:5] [230:7,10]  
[233:8,22] [236:19] [237:20]  
[240:8] [241:12] [245:7]  
[248:9,12] [249:20] [254:4  
9] [259:2,19,20] [265:16]  
**gone** [91:4] [108:3] [137:15]  
[139:9]  
**good** [92:6] [96:16] [102:16]  
[122:21] [167:13,14] [226:  
3]  
**goodin** [2:5] [266:4,]  
**goodyear** [51:20]  
**gordon** [3:13] [4:12] [7:22]  
[8:21] [77:7] [91:20] [179:7]  
[199:1]  
**gosh** [11:21] [131:3] [250:16]  
**gotten** [76:3] [145:12]  
**government** [21:3] [104:17]  
[116:20]  
**governmentapproved**  
[104:17]  
**government-approved**  
[104:17]  
**gpo** [143:22]  
**greek** [61:22]  
**green** [39:5]

**grid** [133:2]  
**grin** [250:18]  
**group** [13:5] [26:10] [34:13]  
[49:4] [51:6] [107:10,12]  
[160:4] [161:8,15] [168:3]  
[176:20,21]  
**groups** [51:5]  
**grow** [28:17,20]  
**guess** [54:6] [68:11] [69:10]  
[75:22] [79:5] [80:18]  
[92:12] [96:14] [104:7]  
[113:7] [121:5] [125:4]  
[134:2,14] [143:5] [146:4]  
[169:11] [170:3] [171:10]  
[177:2] [183:10] [195:21]  
[212:17] [219:11] [224:14]  
[234:5] [244:19]  
**guessing** [11:22]  
**guidance** [257:14]  
**guy** [249:11]  
**guys** [159:17]  
**gym** [164:10]  

---

**H**  

---

**habit** [9:13] [185:6,16]  
**habits** [186:8]  
**hadnt** [141:7] [219:22]  
**half** [13:6] [176:12] [196:4]  
[203:20,21] [224:10] [234:  
6]  
**hallmarks** [248:22]  
**hand** [122:2] [196:14] [246:  
3]  
**handed** [191:12]  
**handing** [130:21] [196:22]  
**handle** [164:17]  
**handles** [170:15] [177:18]  
**hangley** [3:14]  
**happen** [156:15] [175:2,6]  
**happened** [90:21] [136:14,19]  
[180:13] [202:14] [233:14]  
[261:22]  
**happening** [38:10] [124:12  
13] [174:17] [191:17]  
**harbor** [119:21]  
**hard** [66:4] [145:10] [174:17]  
**harrisburg** [3:17]  
**hasnt** [125:16]  
**havent** [14:5] [90:20] [106:17]  
[112:13] [137:15,16] [138:  
15] [143:4] [154:19,22]  
[157:22] [217:7] [235:8]  
[252:20]  
**having** [8:12] [40:18] [58:7,11]  
[68:12] [70:6] [84:11]  
[91:16] [93:1] [98:19]  
[99:1] [110:2] [113:6]  
[163:11] [188:7] [193:20]  
[215:15] [216:19] [243:18]  
[247:22]  
**head** [85:22] [160:3] [185:1]  
[215:12] [233:6]  
**headed** [179:19]  
**heading** [126:21] [207:9]  
**headings** [73:17]

**health** [40:12] [88:11] [116:  
15] [122:20] [124:17] [162:  
18] [180:5] [193:21]  
**healthcare** [170:15] [175:8]  
[179:1] [187:12]  
**hear** [193:18] [194:2]  
**heard** [156:11] [194:7]  
**heck** [233:1,8]  
**held** [7:11]  
**help** [32:17] [61:22]  
**helpful** [44:18]  
**helping** [146:12]  
**hence** [114:20]  
**hereby** [266:6]  
**herein** [55:1]  
**heres** [226:4]  
**hereto** [266:18]  
**hes** [109:5] [191:16]  
**hey** [221:17] [248:7]  
**high** [85:6,14,19] [86:1,4]  
[89:5,12] [144:15] [147:1]  
[164:10]  
**higher** [196:7,9] [206:18]  
[213:9] [227:20]  
**highly** [1:17]  
**hill** [6:11] [43:12,14] [128:2  
10] [129:16,17] [130:22]  
[132:11] [134:17]  
**hills** [129:15] [130:13]  
[136:19]  
**hire** [30:14] [34:13]  
**hired** [28:18] [48:7] [60:17]  
[164:8] [209:18]  
**history** [237:10]  
**hit** [208:19]  
**hmo** [26:5] [52:18] [160:5]  
[162:19] [173:19] [176:21]  
**hmos** [50:20] [56:5,9] [129:  
1] [158:16] [160:17] [169:3  
10,17,21] [170:6,8,15]  
[172:2] [178:22] [235:19]  
**hoc** [19:1,15]  
**hoffmann** [19:6] [20:14,17]  
[21:15,18] [22:17] [23:3]  
[50:10] [52:10,12] [53:6,7]  
[83:20] [88:2,3,6,16] [258:  
15] [259:5,8]  
**hoffmannla** [19:6] [20:14,17]  
[21:15,18] [22:17] [23:3]  
[50:10] [52:10,12] [53:6,7]  
[83:20] [88:16] [258:15]  
**hoffmann-la** [19:6] [20:14,17]  
[21:15,18] [22:17] [23:3]  
[50:10] [52:10,12] [53:6,7]  
[83:20] [88:16] [258:15]  
**hogan** [1:6]  
**hold** [64:11,14] [86:17]  
**home** [151:20]  
**homes** [21:5] [22:2,4]  
**honestly** [19:22] [29:7]  
[44:22] [78:10]  
**hoofs** [75:14] [76:15] [79:16]  
[80:11]  
**hopefully** [41:19]  
**hormone** [150:6] [261:1]  
**horse** [75:10,13] [76:10]

**horses** [75:7]  
**hospitals** [51:10] [52:22]  
**hot** [101:22]  
**hour** [12:6,21] [32:9] [33:1]  
**hours** [11:19] [20:10] [22:21]  
[29:5,8] [32:9] [180:10]  
**however** [52:22] [67:22]  
[70:8] [102:22] [127:9]  
[162:7] [163:2] [170:19]  
[177:17]  
**hrt** [115:17] [117:1] [236:11]  
[264:2]  
**ht** [229:10]  
**human** [71:3]  
**humana** [26:17,20] [27:4]  
[31:20] [33:10,12]  
**hundred** [240:6]  
**hypothetical** [76:19,20]  
**hypothetically** [75:11]  

---

**I**  

---

**id** [56:7]  
**idea** [69:20] [129:4,6] [130:  
11] [168:14] [183:13,20]  
[202:5]  
**ideal** [30:7]  
**identical** [98:3,8] [223:21]  
**identification** [15:2] [63:16]  
[117:17] [118:5] [130:19]  
[140:4] [196:19] [197:2]  
**identified** [18:1] [51:6]  
**identify** [15:11]  
**ill** [217:10]  
**illinois** [4:15] [178:12]  
**im** [11:14] [35:6] [76:18]  
[85:8] [92:12] [101:14,16]  
[113:1] [114:20] [135:21]  
[147:21] [189:16,17] [230:  
7]  
**image** [115:17] [123:1]  
**imagine** [38:5] [166:8,16]  
**impact** [76:11] [80:22]  
[81:1,15] [93:3,11,21]  
[95:2] [97:14] [175:20]  
[242:15]  
**impacted** [246:19]  
**impacting** [177:7]  
**impediment** [178:8] [227:8]  
**implemented** [29:14] [180:  
21]  
**implies** [64:18]  
**important** [24:2] [58:13]  
[60:4] [220:12] [231:8,15,17]  
**impossible** [238:21]  
**impression** [14:8] [98:13]  
**improper** [102:21,22]  
**improved** [64:20] [70:7]  
**ims** [168:17] [203:11] [216:  
7,16] [235:15,16] [243:16]  
**inaccurate** [16:18,20]  
[17:2]  
**inc** [1:8,10] [3:11]  
**incentives** [139:16] [143:3,7  
14]  
**inclined** [93:17]

**include** [12:1] [22:10,11,13]  
[35:12] [105:2] [202:18]  
[264:9,14]  
**included** [48:5] [102:11]  
[143:19] [227:13,18]  
**includes** [203:7] [209:17]  
[234:11] [236:10]  
**including** [120:20] [252:18]  
**inclusion** [128:20] [162:13]  
**incorporated** [7:6]  
**increase** [12:8,11] [144:22]  
[145:6] [146:3]  
**increases** [145:7]  
**increasing** [149:3]  
**incurred** [39:2]  
**indeed** [49:1] [109:20]  
[114:19]  
**indianapolis** [113:20]  
**indicate** [256:7]  
**indicated** [67:5] [72:15]  
[94:5,20] [100:13] [101:5,9]  
[107:20] [113:15] [119:13]  
[120:19] [125:18] [160:7]  
[175:18] [200:1,3] [255:13]  
[256:11]  
**indicates** [69:14] [96:21]  
[124:14] [197:16] [256:19]  
**indicating** [101:5]  
**indication** [102:8,19] [105:  
6] [108:2] [114:4,22] [116:14]  
[121:4,13] [123:20] [124:1]  
**indications** [98:3,8,18]  
[99:2,7] [101:19] [102:6,12]  
[104:17] [114:16,19] [115:  
18] [119:14] [120:19] [135:  
15] [218:22] [223:4] [252:2]  
[253:13] [254:17]  
**indirect** [8:7] [41:10]  
**individual** [27:17] [46:2]  
[171:5]  
**individuals** [31:18] [37:8]  
[45:14] [51:15] [165:12]  
[166:17] [195:9]  
**industry** [41:13] [166:1]  
**inexperienced** [219:1]  
**inferior** [218:21]  
**influence** [145:20]  
**informal** [193:15]  
**information** [19:1] [42:12]  
[47:9] [74:19] [101:1]  
[103:1,8,10,11,13,16,20]  
[105:10,18,22] [107:9,13]  
[119:21] [121:16] [125:6,11]  
[126:7] [168:18] [193:21]  
[233:6]  
**informed** [98:12] [190:17]  
**ingredient** [23:17]  
**ingredients** [24:10,15]  
**inhibitor** [111:7] [112:5]  
**inhibitors** [111:12] [148:17]  
[250:10]  
**initial** [78:3] [82:10] [93:2,13]  
[97:16] [151:11] [165:2,3]  
[252:21] [257:18]  
**initially** [90:1]  
**initiated** [36:22] [68:1]

**initiative** [116:15] [122:20]  
[124:17]  
**input** [89:19]  
**ins** [64:5]  
**insight** [19:1]  
**insights** [23:4]  
**insignificant** [194:10]  
**instance** [103:10] [131:20]  
[232:6]  
**instances** [129:12] [136:8]  
[175:17] [252:22]  
**instead** [33:18] [35:4] [59:22]  
[76:12] [121:9] [246:17]  
**insulin** [250:10]  
**insurance** [187:8] [191:4,9  
,21] [192:3,9]  
**insured** [189:8] [195:8,19]  
[200:2] [202:8,14] [232:11]  
**insureds** [195:8]  
**intended** [126:2]  
**interact** [31:15]  
**interchange** [100:3,15,16]  
**interchangeable** [99:22]  
[100:9]  
**interchangeably** [223:18]  
**interested** [11:4] [46:22]  
[47:16] [266:18]  
**interesting** [27:1] [110:11]  
[202:16] [207:8] [225:22]  
[249:19] [253:15]  
**internal** [124:18]  
**interpose** [44:21] [204:22]  
**interrupt** [77:8]  
**intervention** [162:10]  
**interviewed** [28:6]  
**interviews** [192:20] [193:2]  
**introduce** [7:20]  
**introduced** [28:2] [83:22]  
[188:6] [214:21]  
**introductions** [31:21]  
**invested** [214:8,13]  
**investigating** [21:9]  
**investment** [18:18]  
**involve** [22:5,6,8] [33:2]  
[40:5] [61:7]  
**involved** [19:14] [25:16]  
[26:9] [88:12,13] [166:9,11]  
[254:9] [258:5] [260:22]  
**isnt** [56:21] [75:17] [105:11]  
[139:4] [183:7,20] [184:1]  
[189:6] [191:2,10] [216:5]  
[225:14,18] [247:21]  
**isoptin** [214:1]  
**issue** [38:16,17] [80:16]  
[126:22] [127:22] [176:2]  
[194:5] [215:21] [228:8]  
**issues** [11:1] [40:5] [42:13]  
[45:10] [47:4] [130:2]  
[134:20] [176:4] [178:15]  
**item** [210:16]  
**items** [43:5]  
**itself** [125:3] [183:21]  
**iv** [159:12]  
**ive** [13:22] [81:17] [85:9]  
[119:17] [146:2] [156:10]  
[190:19] [234:5]

J

**j.b.d.i** [1:] [7:5] [10:8] [11:9]  
[12:3] [13:20] [14:10,13]  
[43:22] [44:4] [110:4]  
**james** [5:8] [6:11] [7:15]  
[130:22] [225:5,8]  
**jay** [3:4] [8:3] [10:9] [11:18]  
[13:21] [45:4] [47:9] [265:7]  
**jeff** [46:8]  
**jeopardy** [29:18]  
**jersey** [5:5] [178:11]  
**jim** [129:17]  
**job** [1:21] [28:10] [30:13,14]  
[135:12]  
**joe** [151:21]  
**johnson** [23:9,11] [24:6]  
[153:7] [154:1,5]  
**jones** [21:19]  
**journal** [121:11,18]  
**journals** [110:22]  
**judge** [1:5,,12]  
**june** [92:4]

K

**kaiser** [40:22] [41:6,7,9]  
[56:9,17] [57:1,12,13]  
**keep** [42:19] [60:3] [217:12]  
[232:4,17] [244:10] [248:20]  
[254:15]  
**keeping** [143:22]  
**key** [99:19]  
**kill** [128:6]  
**kind** [13:5] [22:14] [25:12]  
[27:1] [36:1,5] [37:6] [41:3]  
[66:4] [68:19] [103:8]  
[104:22] [105:9,18] [110:10]  
[128:14] [148:2,5] [155:10]  
[166:13] [167:6] [213:10]  
**kinds** [11:1] [19:13] [21:4]  
[68:12,13] [86:15] [111:4]  
[184:15] [194:2]  
**kinetics** [19:3]  
**knew** [9:13] [79:13] [97:8]  
[113:6] [223:4]  
**know** [8:20] [9:3,17] [13:22]  
[19:9] [28:11] [29:21]  
[30:1,10] [34:20] [35:16,20  
,21] [38:6] [45:2] [56:12]  
[58:9] [60:19] [72:22]  
[78:10] [80:9] [81:9,17]  
[83:16] [89:15] [91:14,18]  
[92:9] [95:8,13] [96:10,15,16]  
[103:4] [104:8,9] [105:3,19  
,22] [106:2] [107:5] [113:22]  
[114:6,7] [117:10] [119:22]  
[122:9,10,12] [123:21]  
[125:16,21] [126:18] [128:  
22] [131:8] [137:17] [138:3]  
[139:12] [151:21] [152:20]  
[154:17,22] [155:12] [156:  
1,6,16] [157:19] [158:11,20]  
[163:17] [164:11] [165:17]  
[166:15] [167:7] [169:1,4]

[171:20] [172:20] [173:10]  
[176:19] [177:15] [179:3,4  
,6] [180:20,22] [181:2]  
[182:16,20] [184:1] [186:15]  
[187:9] [188:10,13,14]  
[189:2,19] [190:16] [191:19]  
[192:1] [196:10] [201:1,6,12]  
[202:15] [210:20] [212:18]  
[213:21] [224:18] [229:10]  
[230:5] [233:13] [234:22]  
[235:1,4,22] [236:18]  
[237:4] [242:12] [244:10,11  
,17] [245:2] [247:3] [248:8,15]  
[252:4,8] [254:10] [256:4,12  
,13,14,17,18] [257:3,7,16]  
[258:12] [259:3,20] [261:22]  
[262:2,18] [264:7,10]  
**knowing** [95:20] [185:19]  
**knowledge** [74:5] [79:22]  
[107:16,17] [164:6] [258:13]  
[261:9]  
**known** [78:8]  
**knows** [190:14]  
**kodroff** [3:5]  
**kolassa** [6:14] [42:8,10,13]  
[45:13] [46:19] [48:17,20]  
[64:18] [82:9] [90:8] [116:2  
,11] [124:7,10] [127:2,7,12]  
[139:18,20] [140:7,13]  
[143:9,20] [214:21] [231:5]  
[245:11]  
**kolassas** [225:11] [245:15]  
[260:11]  
**korbel** [43:18]  
**krishna** [14:7]

L

**lab** [67:11]  
**label** [71:19] [94:22] [249:18]  
**laboratories** [1:8]  
**labs** [6:9] [104:4] [107:12]  
[108:19] [114:15] [117:20]  
[118:8] [120:8]  
**lack** [77:10] [102:2] [116:13]  
[126:22] [199:2]  
**language** [49:14] [184:11]  
[208:1] [227:19]  
**large** [51:11] [83:13] [103:7]  
[155:9] [210:2] [213:14]  
[254:13]  
**largely** [188:6]  
**larger** [150:19]  
**last** [9:12] [10:4,14] [16:10]  
[17:15] [18:1,5] [20:7]  
[25:3] [27:22] [28:4,12]  
[32:8] [41:14,16,19] [50:9]  
[52:10] [55:2] [62:5,6]  
[85:9] [111:3,16,18] [112:3]  
[122:20] [146:14] [152:5]  
[159:21] [160:20] [161:6]  
[190:21] [193:8] [208:18]  
[209:11] [215:3] [216:2,5,14]  
[217:1,18] [230:21] [252:11]  
[261:5]  
**late** [17:6] [39:14] [259:14]

[260:5]  
**later** [69:1] [83:20] [186:14]  
[215:14] [223:9]  
**latest** [152:11]  
**laughlin** [5:8] [7:15]  
**launch** [61:2,8] [82:13]  
[90:19] [92:3,11,16] [93:3]  
[97:13] [146:13] [166:3]  
[194:18] [195:2] [249:22]  
[258:2,8] [259:8]  
**launched** [61:9] [82:18]  
[84:2] [90:14] [118:12,20]  
[165:14,15,19] [216:8]  
[221:4,21] [257:9] [258:6,14]  
[259:6,11,17]  
**launching** [221:7] [229:16]  
[257:11] [260:8]  
**law** [104:3] [177:13,15]  
**lawyers** [14:6]  
**lead** [173:17]  
**leap** [222:14] [242:16]  
**learn** [250:20]  
**learned** [93:9] [186:3]  
**least** [29:3] [34:20] [60:5]  
[78:14] [92:17] [123:14]  
[125:15] [126:10,11] [127:  
20] [128:10,21] [130:13]  
[148:15] [159:21] [160:10]  
[162:14] [165:4] [192:21]  
[200:3,13] [213:13] [216:19]  
[20] [219:7] [245:20] [246:19]  
[259:18] [262:13]  
**left** [54:11] [131:13]  
**lefthand** [131:13]  
**left-hand** [131:13]  
**legal** [7:17] [104:8,9] [156:17]  
**lemmon** [54:6,9,10]  
**lend** [31:19]  
**lens** [39:21]  
**lenses** [39:17,20] [40:1]  
**lescol** [112:18] [187:20,22]  
[188:1,5,20,22] [189:19]  
[190:5,14,18]  
**lescolds** [188:10,16] [189:1]  
**less** [11:14] [18:22] [29:18]  
[49:4,19] [62:22] [63:3]  
[115:19] [177:9] [190:14,15]  
[195:3] [198:7] [206:12,19]  
[218:13] [228:13] [229:16]  
[236:12] [241:21]  
**lessened** [115:8]  
**lesser** [198:17]  
**let** [9:3,16] [13:13,14,15]  
[15:7,17,22] [17:10,16]  
[19:2] [26:15] [31:4] [50:16]  
[63:8] [65:1,17] [71:7]  
[81:5,12] [86:5] [88:5]  
[91:5] [92:5] [97:4,19]  
[104:13] [106:21] [113:17]  
[117:13] [118:1] [119:18]  
[126:21] [130:16] [140:1,11]  
[142:17] [150:13] [159:11,15]  
[176:17] [184:3] [189:19]  
[194:8,18] [196:14,15]  
[204:12,15] [210:12] [215:  
2] [216:1,14] [218:9,18]

[227:22] [233:21] [242:2]  
[243:21] [245:9] [255:9]  
**lets** [13:5,13] [15:22] [25:3]  
[31:21] [37:12,13,15]  
[50:21] [51:7] [55:10]  
[56:16] [59:17] [63:9]  
[79:11] [88:7] [89:9] [92:17]  
[101:6] [109:4] [117:15]  
[118:3] [142:15] [145:9]  
[152:8] [153:4] [157:15]  
[167:11] [170:13] [172:8]  
[179:2,10] [192:2] [206:14]  
[211:1] [220:17,18,21]  
[227:21] [233:15] [236:6]  
[239:4,9] [240:1] [241:12]  
[243:15] [260:19] [261:12]  
**letter** [43:18] [45:4] [118:9]  
[119:6] [120:6] [122:4]  
**letters** [36:9] [117:20]  
**level** [48:19] [74:8] [162:12]  
[163:4] [177:14] [230:16]  
**levels** [65:14] [66:2] [70:11]  
[71:13] [73:6,8,18]  
**levin** [172:6]  
**lies** [55:1]  
**light** [81:22] [90:2] [212:17]  
[247:20]  
**likely** [166:4,6] [251:15]  
**lilly** [153:10] [252:6]  
**limited** [218:21]  
**line** [52:15] [55:4] [64:3]  
[131:16] [204:19]  
**lipid** [188:2]  
**lipitor** [112:19] [113:21]  
[188:2] [189:16]  
**list** [20:15] [21:8] [42:6]  
[130:15] [155:17,22] [177:  
20] [198:16] [205:17] [206:  
13] [225:6] [236:1] [250:13  
,15] [252:14] [263:11,13]  
**listed** [18:6] [25:4] [133:19]  
**listing** [43:19]  
**lists** [160:5] [176:9] [177:20]  
[178:2,5]  
**litigation** [6:8] [10:1] [14:19]  
[63:20] [70:14] [159:2]  
**little** [37:3] [109:21]  
**live** [173:1]  
**lives** [152:9] [159:14] [160:  
9,21,22] [161:16] [162:15]  
[170:10] [173:19] [174:15]  
**load** [180:3]  
**located** [19:17]  
**logic** [141:20] [221:20]  
**logo** [66:13,19]  
**lomb** [17:9] [36:17,19]  
[39:4,16] [40:5]  
**long** [20:21] [21:5] [22:1]  
[26:7] [32:7] [62:20] [104:15  
,16] [115:18] [116:14]  
[123:3] [126:18] [142:4]  
**longer** [144:2]  
**longterm** [20:21] [21:5]  
[22:1] [26:7] [115:18]  
[116:14] [123:3]  
**long-term** [20:21] [21:5]

[22:1] [26:7] [115:18] [116:  
14] [123:3]  
**look** [18:20] [20:21] [21:6]  
[24:2] [28:22] [41:17]  
[42:15] [45:9] [66:3,13]  
[67:17] [68:22] [73:1,16,19]  
[86:12] [90:11] [106:19]  
[119:1] [138:16] [157:19]  
[158:21] [169:17] [172:8]  
[173:13] [176:3] [177:5]  
[186:15,18,22] [192:13]  
[194:16] [196:11,21] [197:  
15] [203:14] [207:17] [211:  
3] [213:1] [214:18] [218:1,3]  
[225:12] [226:5,8,9,12,16]  
[230:14,15] [232:18] [250:  
12] [255:9] [260:2] [261:4]  
[263:16]  
**looked** [24:1] [42:16] [44:4]  
[67:9,14] [70:1] [73:2]  
[90:20] [106:11] [124:11]  
[158:8] [159:8] [168:1]  
[172:18] [174:19] [192:6,11]  
[215:20] [216:14] [235:15,18]  
[252:5] [263:15]  
**looking** [13:6] [18:7] [23:12]  
[28:7] [43:10] [46:4] [49:7]  
[64:2,16] [66:17] [95:16]  
[145:4] [148:20] [155:7,12]  
[156:4] [158:22] [161:14]  
[168:15,16] [169:8] [170:14]  
[191:15] [202:17] [228:18,19]  
[229:1,6] [237:4] [242:4]  
[245:5]  
**looks** [15:6] [63:21] [66:4]  
[140:10] [160:15]  
**lori** [1:20] [2:5] [7:18] [39:5]  
[266:4,]  
**lose** [38:21] [136:11] [144:4]  
[151:16,17] [154:1] [238:19  
,20]  
**losing** [76:5]  
**loss** [39:2]  
**losses** [19:12]  
**lost** [89:7] [96:8]  
**lot** [12:13] [29:8] [52:18]  
[56:19] [86:11] [102:10]  
[114:8] [129:9] [136:8]  
[176:3]  
**lots** [168:9]  
**loughran** [4:6] [8:6]  
**love** [213:22] [214:2]  
**low** [85:15] [162:7] [171:3]  
[180:18]  
**lower** [40:18] [197:17]  
[198:6] [200:5] [202:10]  
[205:17] [213:9] [252:15]  
[253:1] [254:14]  
**lowest** [123:13] [157:13,18]  
**luvox** [262:20]  

---

**M**  

---

**mac** [198:11,16]  
**machination** [39:1]  
**machine** [266:9]

**mackenzie** [1:20] [2:5]  
[7:18] [266:4,]  
**madison** [5:5]  
**magic** [245:1]  
**magistrate** [1:]  
**magnitude** [256:10]  
**mail** [55:5]  
**mailed** [245:16]  
**mailing** [245:18]  
**maintain** [237:14]  
**maintained** [28:10]  
**major** [31:3] [34:20,21]  
[40:9] [45:12] [53:10]  
[62:9] [87:14] [163:20]  
**majority** [105:14] [128:9]  
[135:7,18] [148:15] [150:16]  
[163:3] [170:20] [175:17]  
**making** [82:2] [108:13]  
[135:3] [153:21] [190:17]  
[222:21] [223:10] [242:16]  
**man** [75:4]  
**manage** [54:1] [134:12]  
[178:18,19]  
**managed** [22:8] [23:6]  
[25:6,14,15,18,22] [26:1,6  
,11] [30:17] [31:10,18]  
[32:2] [34:6,21] [35:8]  
[40:6,7,14,17,20] [45:17,22]  
[46:4,6] [47:3] [50:12,17]  
[51:11] [52:13,18,20,21]  
[53:3,6,8,10,17,20] [54:2,4  
,15] [55:3,19] [56:13,19]  
[57:11] [64:15] [85:4,18,22]  
[89:3,11] [106:5,12] [127:21]  
[134:12] [140:16] [141:7]  
[147:7] [151:10,16] [159:14]  
[160:4] [161:7,8] [163:8,11]  
[164:2,5,9,12,16,18] [165:  
12] [166:1,2,11,18,20]  
[167:18] [168:3] [170:10]  
[172:11] [174:22] [178:17]  
[180:2,17] [184:9] [186:20]  
[187:17] [188:9,12,17]  
[190:6] [199:19] [201:10]  
[232:20] [235:19] [238:2]  
[247:22] [257:14]  
**management** [21:10] [193:  
21]  
**manager** [46:8]  
**managers** [49:21] [89:4]  
[90:3]  
**managing** [179:1]  
**manner** [207:12] [219:3,4,14]  
[220:20]  
**manufacturer** [23:16]  
[27:5] [37:21] [61:16]  
[84:4] [196:3] [214:4]  
[242:19,22] [249:10]  
**manufacturers** [61:17]  
[84:6] [103:7] [156:14,18]  
[205:17] [214:3]  
**march** [91:12,17,22] [92:1]  
**mares** [79:4,9]  
**margin** [142:7]  
**margins** [143:5,10]  
**marjorie** [4:3] [8:8]

**mark** [14:22] [63:14] [118:1,3] [196:16]  
**marked** [15:2,17,18] [17:1,11] [62:4] [63:16] [65:18] [117:17] [118:5] [130:17,19] [140:2,4] [159:15] [196:15,18] [197:2] [207:14] [209:12] [212:12] [216:2]  
**market** [3:6] [18:20] [19:11] [22:12] [38:9] [59:21] [61:18] [62:10] [63:6,12] [76:4] [80:3] [81:10] [86:12,15] [87:21] [88:17] [89:15] [92:9,19,21] [93:4] [97:14] [111:16] [112:8,12,20] [113:3,5] [114:22] [123:5] [125:3] [128:15] [141:5,22] [144:16,19] [145:1,11,13,15] [146:22] [149:4] [150:17] [157:20] [160:8] [176:20,21] [179:20] [181:16] [182:2] [183:2,3,7,8] [184:2] [185:13,21] [186:11,22] [187:16] [188:6,11,16] [189:9] [190:5,6] [195:7] [207:11] [208:15] [213:17] [216:18] [217:5,19] [218:12,14] [221:9,12,17] [223:1] [224:16] [225:10] [229:4,5,6,9] [230:6,14] [233:22] [234:1,2,3] [235:2,5,12] [236:9] [238:3] [243:18,22] [244:2,5,8] [245:4] [253:12] [260:2]  
**marketed** [108:18] [114:17] [218:21]  
**marketer** [77:14] [81:2,5]  
**marketing** [21:21] [39:11] [46:2,5,7] [75:3] [76:4] [78:13] [80:20] [81:17,18,19] [90:7] [119:4] [165:4] [167:10] [193:17] [207:9] [210:8] [211:20] [212:15] [215:11,21] [219:12] [224:11] [228:14] [229:19] [231:8,16,18] [232:1] [234:10] [237:12,16] [244:21] [251:6]  
**marketplace** [20:21] [24:8] [36:21] [76:8] [80:7] [81:4] [91:15] [95:3] [96:7] [98:22] [113:10] [121:20] [124:12] [188:18] [215:1] [221:13] [230:1,17] [237:21] [238:15] [239:2] [241:18] [242:9] [250:4] [264:16]  
**marks** [109:6,11] [184:14] [211:6,11]  
**marty** [45:21] [160:4] [164:9] [174:22]  
**massachusetts** [178:13]  
**matched** [253:17]  
**material** [48:13] [49:14] [78:13]  
**materials** [12:2] [43:5] [47:21] [100:21] [101:12] [126:3]  
**math** [141:1,19]  
**matter** [10:1] [14:6] [33:14] [95:16] [107:1] [144:17] [183:21] [219:21] [223:20] [227:14] [237:12]  
**matters** [7:4]  
**may** [30:18] [34:11] [37:16] [44:22] [59:6] [60:20] [67:22] [69:4] [108:22] [127:10] [174:14] [189:10] [229:13]  
**maybe** [11:22] [20:12] [45:19] [73:1] [81:14] [107:8,9] [159:17] [248:18,19] [251:3] [261:12]  
**mc** [25:14]  
**mcaccess** [25:6,10,11,12] [27:9,16,20] [28:18,20] [29:6,19] [31:1,7,11,16] [32:2,12] [33:2,22]  
**m-c-access** [25:10,11]  
**mcdonough** [44:7] [46:19,20] [127:2,12] [201:15] [205:19] [206:3,5]  
**mcnealey** [161:22]  
**mco** [194:10]  
**mcos** [114:2] [205:16]  
**meals** [83:6]  
**mean** [31:12] [32:18] [35:11,20] [40:10] [41:5] [42:4,5] [45:16,17] [50:18] [51:9,14] [53:16] [59:1] [76:6] [78:11] [89:8] [91:2] [95:7] [115:3] [122:20] [123:21] [137:22] [142:9] [143:12] [145:3] [146:11] [152:21] [162:17] [164:14] [168:8] [173:11,12] [183:9] [188:20] [189:5] [190:4] [218:6] [225:17] [226:18] [230:5,20] [239:10,18] [244:12,13] [245:2] [252:17] [258:13]  
**meaning** [133:16]  
**means** [68:18,21] [69:3,8] [148:4] [162:11] [183:7] [210:21]  
**measure** [260:2]  
**measured** [213:5]  
**measuring** [234:12]  
**medco** [6:16] [55:3] [100:22] [105:12,13] [106:9] [107:12] [108:15] [125:6,12,17,22] [126:6,10,11,13] [149:1] [152:13] [197:7] [200:4]  
**medcos** [36:1] [101:4,13] [157:2]  
**medi** [105:9,17,19] [106:1] [181:5,7] [183:10] [184:19] [193:1,13]  
**medicaid** [176:21] [177:2,5,11,19] [178:20] [185:12,21] [186:20] [187:5] [232:19]  
**medical** [6:15] [108:22] [110:22] [114:8] [121:12,19]  
**medicare** [6:20] [22:7] [176:21] [177:3,12] [178:19] [185:13] [186:21] [187:5] [192:2] [197:7,13] [254:6]  
**medicine** [190:12]  
**medimed** [191:16]  
**medimpact** [139:2,3]  
**medispan** [105:9,17,19] [106:1] [181:5,7] [183:10] [184:19] [193:1,13]  
**medi-span** [105:9,17,19] [106:1] [181:5,7] [183:10] [184:19] [193:1,13]  
**medium** [265:2]  
**meeting** [26:15] [32:19]  
**meetings** [21:12] [26:19] [31:14] [32:1,5,7,11,22] [33:1,15,20,21] [130:11] [134:8] [193:17]  
**members** [14:18]  
**menopause** [102:1,3]  
**mention** [251:20]  
**mentioned** [46:20] [60:12] [82:22] [139:1] [214:1] [253:3] [257:9]  
**merck** [6:16] [197:7] [200:3] [252:5]  
**meridian** [1:10] [3:11] [7:6]  
**message** [78:16] [155:21]  
**messages** [176:6] [220:5,8,11]  
**met** [8:21] [28:9] [85:10]  
**metoo** [214:22]  
**me-too** [214:22]  
**mevacor** [112:18]  
**mid** [259:22]  
**mid80s** [259:22]  
**mid-80s** [259:22]  
**middle** [184:7]  
**miller** [172:21]  
**milligram** [91:12,16] [92:11] [93:10] [95:1,11] [97:10,12] [118:10,12] [119:5] [120:7,11,18] [122:5] [162:4] [194:20]  
**milligrams** [95:9]  
**million** [145:6,8] [152:9,13,14] [161:16] [162:15] [208:14,19] [213:18] [215:10,11,17,18] [224:9] [230:7,9,10] [232:2,3] [245:2]  
**mind** [69:6] [176:16] [187:11] [194:7] [218:7] [222:11]  
**minds** [122:19] [222:10,11] [228:15]  
**mine** [60:3]  
**minimal** [177:3]  
**minneapolis** [54:17] [55:18]  
**minus** [197:19] [198:17] [200:6,17] [201:7] [202:2] [203:17] [205:18] [206:14] [207:1]  
**minute** [191:8] [239:4] [259:4]  
**minutes** [81:13] [191:14]  
**misapplied** [245:13]  
**misreading** [91:20]  
**missed** [17:4] [241:15]  
**mistaken** [132:21] [133:3]  
**mix** [90:7]  
**model** [27:1]  
**moderately** [83:14]  
**molecule** [93:15]  
**moment** [129:14] [233:16] [241:16] [253:3]  
**money** [181:19] [228:13] [229:16] [236:12] [246:10]  
**monies** [155:15] [156:3]  
**monitor** [19:10]  
**month** [112:3] [119:6] [120:10] [256:11] [257:5]  
**months** [10:18] [11:10,15] [92:3] [93:2] [97:16] [208:13,16]  
**monumental** [144:20]  
**morning** [122:21]  
**mother** [189:15]  
**motivate** [153:20]  
**motivating** [99:19]  
**mouth** [249:6]  
**move** [200:12]  
**moving** [13:14]  
**mplan** [129:7]  
**m-plan** [129:7]  
**mr** [6:3,6,7] [7:22] [8:1,3,5,16,20] [10:13] [14:6,21] [15:3] [16:7,8] [25:2] [44:20] [45:3,6,15] [47:19,22] [52:14,15,16] [63:13,17] [76:16] [77:4,7,11] [79:18] [80:17] [82:3,5] [85:7,16] [88:22] [91:19] [92:2,7] [94:8,11] [95:4,14] [96:3,5] [98:9,15] [104:6,10] [107:4,6] [109:4,8,13,17,20] [110:3] [113:11] [114:11] [115:6,13,15] [117:18] [118:6] [119:16,19] [121:22] [122:1,8,14] [123:18] [124:2] [125:19] [126:5] [128:2] [129:15,16] [130:13,20] [131:15] [132:11,19] [133:4] [134:17] [136:19] [137:1,4] [138:20,22] [140:1,5] [161:22] [179:7,10,16,17] [196:20] [197:3] [199:1,6,9,10,16] [204:18,20,21] [205:7] [208:18] [211:1,8,15,16] [233:19] [254:20] [255:5,6] [265:9,11,15]  
**multibillion** [111:21]  
**multiple** [96:18] [127:8]  
**muscle** [104:20,21]  
**mylans** [248:6]  
**myself** [11:7] [64:11,14] [86:18] [252:13]  

---

**N**  

---

**n.w** [2:4] [4:7]  
**name** [7:15] [8:18,20] [20:3] [39:5] [98:19] [189:1]



[215:15] [217:3,18] [236:16]  
[17:20] [237:10] [244:16]  
[249:15]  
**names** [18:19] [110:18]  
[213:13]  
**national** [6:20] [163:20]  
[197:13]  
**natural** [100:6]  
**nature** [30:7] [193:14,15]  
**nbc** [180:22]  
**nce** [222:5]  
**nces** [214:19]  
**nda** [72:13]  
**near** [82:14] [257:19]  
**necessarily** [36:4] [45:13]  
[51:2] [99:6] [105:5] [189:22]  
[252:13]  
**necessary** [37:6] [45:9]  
[47:5] [89:2] [91:7] [263:20]  
**need** [9:8] [25:22] [30:18,21]  
[42:12] [81:8] [109:19]  
[119:22] [148:4] [197:14]  
[221:15] [222:2] [224:14]  
[243:3]  
**needed** [11:6] [16:10] [44:11]  
[46:12] [139:16] [143:3,15]  
[165:13] [186:6] [220:5,10]  
**needs** [209:1]  
**negotiate** [138:8,17] [248:19]  
[249:2]  
**negotiated** [196:2] [201:10]  
[202:2,6,9] [203:6,15]  
[204:10] [232:12]  
**neither** [266:13]  
**net** [37:22] [38:4,5] [41:4]  
[162:7] [189:22] [252:18]  
**network** [6:15,21] [197:8,13]  
**nevertheless** [219:17]  
[224:8]  
**new** [5:5] [16:11] [18:4,20]  
[20:14] [23:18] [25:21]  
[63:5] [173:10] [178:11]  
[214:20] [221:10] [222:6]  
[234:16,18] [243:3] [258:19]  
**news** [81:13]  
**newspaper** [111:6] [164:13]  
**nexium** [34:12] [35:3] [218:  
4]  
**next** [132:7] [142:4]  
**nexus** [264:8]  
**nine** [10:18] [92:3]  
**no** [1:21,22] [6:5] [10:2,6]  
[13:1] [14:4,16,20] [16:20]  
[18:14] [23:15] [29:13,16]  
[30:4] [31:8] [35:12] [36:16]  
[40:14,20] [42:7,21] [43:4]  
[48:2] [51:12] [53:7,22]  
[54:4,20] [55:16,21] [56:1]  
[57:4,9,10,11,13] [59:12,13]  
[14] [60:15] [65:5] [68:10]  
[69:13] [81:9] [87:4] [88:2]  
[99:17] [107:1] [117:5,22]  
[118:17] [121:5] [126:17]  
[129:4] [130:8,11] [134:8]  
[137:15] [138:9] [139:15]  
[141:2] [142:8] [143:2,13]

[144:2,5,6] [146:9] [147:16]  
[148:19] [149:7,11] [153:16]  
[154:18,20] [156:12] [157:  
7] [158:3,7] [164:6,20]  
[165:10] [166:5] [168:6,14]  
[172:7] [175:10] [178:3,6]  
[180:14,21] [181:15,18]  
[182:22] [183:16] [184:13]  
[190:4,9] [192:15,18]  
[193:14] [196:8] [199:14,20]  
[201:20] [202:5] [204:14,20]  
[205:2,5,14] [206:6,10]  
[208:3] [209:10] [215:13,22]  
[216:16] [218:9] [219:5,21]  
[223:4,14] [225:7] [226:15]  
[227:5,12] [230:2] [231:2,3]  
[232:5] [235:8,21] [236:3]  
[240:20] [243:16] [250:12,16]  
[251:21] [252:7,17] [256:12]  
[257:20] [258:11] [260:14]  
[261:16] [262:7] [265:9]  
**nominal** [76:22]  
**non** [74:12,17] [77:2] [163:2]  
[170:19]  
**nonanimal** [74:12,17]  
[77:2]  
**non-animal** [74:12,17]  
[77:2]  
**nonapprovable** [120:6]  
[122:4]  
**nonapproval** [117:19]  
[118:9] [119:6]  
**none** [227:12]  
**nonformulary** [163:2]  
[170:19]  
**non-formulary** [163:2]  
[170:19]  
**nor** [266:13]  
**noramco** [23:12,14,16]  
[24:12]  
**noreen** [14:7]  
**norm** [64:7]  
**north** [3:15]  
**northeast** [19:18]  
**northwest** [7:12]  
**notary** [2:7] [266:21]  
**note** [91:10] [97:21] [179:22]  
**notes** [92:8] [161:22]  
**nothing** [194:7] [240:7]  
**notice** [62:15]  
**noting** [118:11]  
**notion** [69:12] [128:17]  
**november** [205:4]  
**nowhere** [147:14] [243:2]  
**number** [7:3] [15:1] [37:14]  
[63:15] [109:7,12] [111:11]  
[117:16] [118:4] [119:14]  
[130:18] [140:3] [146:16]  
[169:6] [171:10] [197:1]  
[201:12] [207:15] [211:7,12]  
[216:3] [224:21] [225:9,15]  
[226:6,9,10,17] [227:3]  
[228:4,5] [230:22] [245:1]  
**numbers** [7:9] [141:2]  
[177:1] [196:17] [199:3]  
**numeral** [159:12] [204:17]

**numerous** [150:5,6]  
**nurse** [180:8]  
**nurses** [253:21]  
**nursing** [21:4] [22:2,4]  
**nutritional** [88:9]  

---

**O**  

---

**oath** [64:7]  
**object** [47:19] [76:16] [77:9]  
[79:18] [85:7] [94:8] [95:4]  
[96:4] [98:9] [104:6] [107:4]  
[113:12] [119:16] [121:22]  
[122:8] [123:18] [125:19]  
[132:19] [138:20] [205:4]  
**objection** [94:8] [137:1]  
[204:22] [240:18]  
**objectives** [61:14]  
**observer** [32:15]  
**obtained** [73:12] [168:2]  
[199:7]  
**obtaining** [261:9]  
**obviously** [41:6] [42:9]  
[114:1] [129:7] [157:6]  
[218:20]  
**occasion** [31:5,9] [41:17]  
[50:19] [51:4]  
**occur** [36:6]  
**occurred** [29:17] [78:3]  
[124:16] [138:13]  
**occurring** [175:22]  
**occurs** [34:19] [90:21]  
**oclock** [179:8,12]  
**ocs** [151:17] [250:10]  
**october** [1:18] [2:3] [7:13]  
[10:16] [43:18] [45:4]  
[63:22]  
**odds** [243:21] [244:22]  
**odyssey** [17:20] [28:4,7]  
**off** [16:1,2] [24:19] [27:21]  
[28:12] [101:2,8] [109:4,8]  
[113:2,5] [132:22] [143:16]  
[147:10] [153:22] [154:5]  
[179:11] [186:16] [211:1,8]  
[212:5] [213:12] [215:11]  
[226:8] [239:21] [242:22]  
[254:20,22] [265:16]  
**offandon** [27:21] [28:12]  
**off-and-on** [27:21] [28:12]  
**offer** [58:21] [59:2,7] [142:18]  
[144:15] [153:8] [156:22]  
[176:5] [202:7] [240:14]  
[254:10]  
**offered** [77:16,18] [91:6]  
[93:10] [141:6,7,14] [154:15]  
[155:4] [157:6] [241:1]  
[253:19]  
**offering** [58:2] [154:6]  
[157:4,11]  
**offers** [146:19] [247:12]  
**office** [151:21] [180:8,10]  
[209:16] [211:19] [243:10]  
[245:20] [253:21]  
**offices** [2:4] [53:3]  
**often** [150:11]  
**oh** [10:14] [11:21] [20:12]

[27:13] [32:21] [39:19]  
[66:20] [92:2] [101:22]  
[131:3] [145:7] [156:6]  
[172:9] [189:15] [190:19]  
[204:3] [239:21] [245:9]  
[247:5] [250:7,16] [252:5]  
**ohio** [1:] [7:8] [51:18]  
**okay** [9:20,21] [10:16]  
[14:11] [16:21] [20:13]  
[22:16,21] [23:2] [27:8]  
[33:20] [35:13] [36:7]  
[40:14] [44:13] [45:6]  
[46:7] [48:15] [49:2] [51:9]  
[53:5,12,19] [60:2] [63:2]  
[66:7,12,20] [69:10] [71:6,14]  
[73:19] [74:10] [75:11]  
[78:11,21] [81:16] [84:11]  
[87:16,19] [88:15] [89:17]  
[94:19] [96:9] [97:11]  
[98:19] [101:11] [102:13]  
[103:21] [106:4,14] [109:3]  
[110:2,13] [111:20] [116:5]  
[119] [117:3] [118:19] [119:21]  
[120:13,16] [122:15] [123:  
7,10] [124:21] [125:4,15]  
[126:6] [128:12,17] [129:21]  
[130:9] [131:8,14] [134:1]  
[136:12,18] [137:7,16]  
[138:15] [139:11] [140:11]  
[141:4] [143:1] [144:11]  
[145:5] [146:10] [147:22]  
[149:14] [150:22] [151:14]  
[152:3,21] [153:18] [154:18]  
[158:22] [160:12,14] [161:  
1,13] [163:6,17] [164:7]  
[165:17,21] [168:1,18]  
[169:1] [170:3,12] [171:13]  
[22] [172:5] [173:11] [174:11]  
[19] [177:22] [178:21]  
[179:4] [185:2,8] [187:20]  
[193:5,8,11] [196:8] [198:22]  
[199:9] [201:5] [202:8]  
[203:9] [204:15] [205:20,21]  
[206:8] [210:14,22] [213:19]  
[215:20] [217:9] [218:5,17]  
[220:16] [222:15] [223:12,15]  
[20] [226:11] [230:18]  
[231:4,13,19] [232:4]  
[233:10] [234:8] [236:6]  
[238:22] [244:4] [248:17]  
[250:13,17] [251:4,12]  
[252:1] [259:21] [261:4]  
[262:3] [263:22] [264:13,22]  
[265:5]  
**old** [42:9]  
**once** [8:21] [159:21]  
**one** [7:3] [17:3,4,5] [19:8]  
[20:6,19] [25:3] [28:5]  
[32:6,22] [33:15] [34:1]  
[35:19] [46:21] [47:7]  
[49:19] [52:21] [53:6,8,10]  
[59:15] [60:20] [62:15]  
[63:2] [64:3] [75:12,13,17]  
[80:4] [81:13] [86:11,14]  
[88:9] [96:20] [99:19]  
[105:16] [106:3,8,11]

[109:7,21] [112:3] [120:10]  
[122:12] [133:18] [143:16]  
[144:18] [145:17,19,22]  
[146:2,21] [148:10,13,17]  
[149:13] [150:12,14,18,21]  
[160:7] [166:9] [169:4,20]  
[170:1] [171:6] [178:12]  
[179:4,8,12] [181:15,18]  
[183:14] [196:13] [199:17]  
[200:14] [201:15] [205:3]  
[209:18,19] [210:17] [213:  
22] [214:18] [216:4,19]  
[217:3,5,18] [218:6,7]  
[223:4] [238:13] [241:13]  
[242:22] [243:12] [248:17,18  
,21] [249:7] [250:21] [251:5  
,10,21] [256:11] [261:7,9]  
**onebyone** [160:7]  
**one-by-one** [160:7]  
**ones** [139:8] [155:9] [173:7]  
[205:8] [249:17]  
**onto** [132:7] [136:20]  
**open** [160:9,16,21] [169:7,9  
,19] [170:1,9,10] [171:11,12  
,15] [174:9] [177:5]  
**operationally** [149:17]  
**ophthalmic** [39:22]  
**opinion** [75:2] [76:11]  
[80:22] [81:1] [82:11]  
[85:1] [87:8] [98:6] [99:16]  
[117:12] [138:14] [222:21]  
[229:13,15,21] [231:6]  
[244:18]  
**opinions** [16:11] [44:18]  
[47:6] [77:15,18] [89:3,10,13]  
**opposed** [70:2] [136:5]  
[167:20] [196:1] [204:9]  
[226:13]  
**opposite** [251:19]  
**optical** [40:19]  
**option** [135:3] [232:14]  
**oral** [24:8] [153:5,8] [154:7]  
[155:2]  
**order** [30:10] [45:9] [55:5]  
[66:10] [71:12,22] [81:8]  
[86:16] [94:7] [96:11]  
[97:1,6] [120:4] [141:14]  
[144:16] [216:11]  
**organization** [23:21] [54:16]  
[140:16] [141:8] [151:16]  
[152:8] [166:21] [201:11]  
**organizations** [31:10]  
[32:3] [35:8] [51:5,11]  
[85:5,18] [89:4,11] [106:6]  
[147:7] [151:10] [163:9,12]  
[184:9] [199:19] [235:19]  
[238:2] [247:22]  
**organized** [24:4]  
**original** [42:15,17] [48:5,9,11]  
[50:4] [60:20] [67:9] [76:17]  
[78:8] [80:13] [138:8,13]  
[139:9] [165:5] [173:22]  
[263:4]  
**originally** [74:20] [78:15]  
[249:22] [263:2,19]  
**osteoporosis** [99:11] [101:  
7] [102:1,18] [103:3,12]  
[104:2] [106:8] [107:2,15,21]  
[108:5,18,21] [110:15]  
[112:5] [115:18] [116:13]  
[118:15] [119:7] [120:5,20]  
[121:3,13] [122:17] [123:2  
,16] [135:15] [222:19]  
**otherwise** [266:18]  
**otto** [8:19]  
**outcome** [266:19]  
**outfit** [39:6]  
**outline** [91:8]  
**outs** [64:5]  
**outside** [104:16] [264:15]  
**overall** [157:11] [169:6,9]  
[228:12]  
**overthecounter** [40:2]  
**over-the-counter** [40:2]  
**overtook** [82:19]  
**overview** [47:13]  
**own** [39:22] [173:18] [177:18]  
[192:19]  

---

**P**  

---

**p&t** [128:22] [130:5,10]  
[132:1,3,12] [133:11]  
[134:3,8,16] [135:11]  
[136:5]  
**p.m** [179:13] [211:10] [255:  
2] [265:19]  
**package** [151:3,5] [245:13]  
**page** [6:2,5] [17:19] [18:7]  
[25:4] [41:19] [49:2] [52:15]  
[63:10] [64:2,17] [66:3,14,18]  
[67:16] [73:1,20] [74:11]  
[82:8] [91:7] [97:19] [101:7]  
[115:13] [121:6] [127:1]  
[131:12] [132:8] [133:12]  
[139:14] [140:12] [160:6,13  
,20] [161:12] [162:20]  
[168:10] [172:9] [176:18]  
[179:18] [184:5,7] [194:14]  
[200:13] [201:7] [204:16]  
[205:15] [209:1] [210:12]  
[211:18] [212:4,8] [216:15  
,17] [245:12] [260:17]  
[263:8]  
**pages** [62:20] [66:6] [211:3  
,4,17] [212:6] [217:2] [255:  
8]  
**paid** [37:20] [52:1] [202:9,22]  
[254:5,9]  
**paragraph** [49:3] [118:11,18]  
[120:9] [161:15] [163:1]  
**paragraphs** [207:16]  
**parallel** [94:2]  
**parameter** [133:15]  
**paraphrase** [186:13]  
**parity** [82:14,18] [87:9]  
[115:22] [116:7] [257:19]  
**part** [30:9] [35:10] [40:11]  
[45:18] [55:1] [59:9] [67:2,13  
,14] [71:3] [75:15] [78:18]  
[90:7] [139:3] [140:10]  
[141:16] [145:18] [150:22]  
[154:10] [198:1] [228:17]  
[249:6,7]  
**participant** [13:5]  
**participate** [21:11] [31:13]  
**particular** [17:14] [38:11]  
[51:8] [151:16] [214:17]  
[241:2] [249:8]  
**parties** [266:14,17]  
**partners** [261:21]  
**party** [98:12]  
**patent** [60:21]  
**patient** [69:15] [74:13]  
[104:18] [105:2] [125:9]  
[126:2] [127:14,17] [180:2]  
[186:5] [187:12] [189:13]  
[190:10,11,19] [191:19,20]  
[192:2,3,4] [200:5] [202:9]  
[203:12] [232:7,10,11,22]  
[256:8] [258:18]  
**patients** [33:12] [51:7]  
[71:7,9] [93:18] [95:6]  
[100:21] [101:12] [105:15]  
[146:5] [180:5] [184:8]  
[189:8] [192:8,22] [202:22]  
[203:2] [222:11] [256:21]  
**paul** [1:16] [2:1] [7:3] [8:11,19]  
[109:8,13] [211:8,13]  
[265:15]  
**pay** [27:4] [163:11] [195:9,22]  
[203:2,3] [206:8,11,13]  
[232:10,11,12]  
**payer** [4:3] [187:2]  
**paying** [60:10] [151:9]  
[155:13,14,20] [156:2]  
[187:4] [189:17] [190:12]  
[192:8] [203:4,6]  
**pays** [170:1] [203:12]  
**pbm** [26:5] [144:1] [145:4,19  
,22] [163:20] [200:17]  
[201:18] [204:14,15] [206:  
18] [244:6]  
**pbms** [54:21] [55:14] [56:2,5]  
[114:2] [129:1] [135:3]  
[155:8] [160:19,21] [176:3  
,5] [179:2] [199:13] [205:16]  
[206:1] [241:7]  
**pcs** [6:17] [26:12] [34:12]  
[52:8] [152:8,17] [153:3,15  
,17] [155:17] [156:20]  
[157:15] [161:12,15] [162:  
1] [176:10] [197:10] [198:4]  
[200:4]  
**pcss** [51:22] [157:1]  
**peaks** [65:14] [66:1]  
**pennsylvania** [3:8,17]  
**people** [26:2,14,18] [30:14,16  
,20] [33:2] [34:14] [35:1]  
[40:11] [47:2] [48:18]  
[80:10,15] [82:1] [85:4,13,14  
,18] [89:15] [95:8] [96:22]  
[99:10] [102:8] [108:8,22]  
[110:14] [114:8] [125:12]  
[128:6] [135:8] [136:9]  
[144:15] [156:6] [164:16,17]  
[173:1] [175:2] [187:7]  
[221:8] [252:13] [260:21]  
**per** [120:7] [132:1] [225:16]  
[227:21] [257:4]  
**perceive** [77:19,22] [98:13]  
[108:9,12] [185:3,4]  
**perceived** [105:17] [116:1,8  
,9] [121:7] [124:6,9]  
**percent** [36:1] [37:13]  
[49:4,21] [51:2,21] [55:4]  
[71:21] [76:13] [79:12,14,15]  
[92:13] [94:6,20] [96:22]  
[97:5] [141:5,6,22] [142:2,5  
,11,15,16,19,22] [144:9,19]  
[145:1,6,7,11,13] [146:3,4]  
[158:14] [159:14] [160:16,17  
,20,22] [162:5,14] [169:5,19  
,22] [170:9] [171:15] [173:19]  
[174:9,15] [177:6,9] [179:19]  
[189:20] [200:17] [201:8]  
[203:17] [205:18] [206:14,15  
,19] [208:15] [209:2] [210:3  
,6,7,17,18] [212:1,14]  
[213:3] [214:9,13] [216:18  
,20] [217:4,5,19,20] [218:13]  
[222:13] [224:9] [234:6]  
[242:14] [243:17,19] [244:  
3] [245:2] [248:16,18,20]  
**percentage** [91:14] [92:9]  
[160:8,9,10] [197:19]  
[198:8,18] [200:6] [202:3]  
**percentages** [175:18]  
**perception** [82:1] [108:10]  
[116:16]  
**perfect** [226:1] [245:8]  
**period** [50:11] [51:14]  
[52:11] [66:11] [92:4]  
[93:2] [115:6] [117:10]  
[125:11] [133:7] [161:10,14]  
[164:18] [203:19] [208:6]  
[245:21] [255:14] [261:20]  
**periods** [205:9]  
**person** [31:20] [47:11]  
[75:3] [81:19] [161:21]  
[163:14] [164:8]  
**personnel** [172:9]  
**persons** [46:5]  
**perspective** [20:22] [46:5,6  
,8] [145:5]  
**petroleum** [75:15] [76:13]  
[79:15]  
**pfizer** [252:6]  
**ph** [60:20] [84:3] [151:22]  
[161:22] [209:18] [259:22]  
[262:19]  
**pharmaceutical** [23:17]  
[24:7,16] [25:19] [31:6]  
[34:9] [39:18] [41:13]  
[49:20] [56:2] [63:11]  
[87:20,22] [146:7] [168:16  
,19] [182:10] [207:11]  
[210:3,4] [213:14] [215:9,16]  
[221:2,3] [224:20] [227:9,10]  
[228:2] [231:7,16] [237:13]  
[238:7] [239:6] [249:1]  
[251:6] [257:22] [260:8]  
[263:8]  
**pharmaceuticals** [17:20]

[22:17,19] [23:6] [55:22]  
[62:3] [86:9] [147:4]  
**pharmacies** [199:13] [201:4] [202:1] [205:16] [206:1]  
**pharmacist** [51:18] [95:17] [155:21] [196:1] [197:9] [206:7] [243:11]  
**pharmacists** [34:14] [98:1,7] [99:1,15,21] [100:7,14] [155:18] [192:22] [196:2,5] [204:10] [222:11,13] [223:8,12]  
**pharmacokinetic** [66:21] [67:6,20] [70:6] [72:17] [73:22] [82:17]  
**pharmacokinetics** [65:7,9] [71:2] [72:10] [83:4,11] [84:18]  
**pharmacy** [6:17] [51:15] [104:14] [180:7] [197:10,17] [198:4,5,16] [200:4] [201:10] [206:8] [207:4]  
**pharmacys** [197:18] [198:13,19]  
**pharmokinetic** [64:20] [65:2]  
**philadelphia** [3:8]  
**phone** [109:20] [110:12]  
**phrased** [76:19,20]  
**physical** [32:19]  
**physically** [26:10] [34:7] [35:11] [36:3,4] [37:18] [53:22] [87:2] [103:14]  
**physician** [34:8,11] [87:12] [93:8,16] [95:17] [127:4,14,17] [145:20] [185:10,17] [186:3] [191:3] [192:20] [246:3]  
**physicians** [36:9] [53:9] [72:16] [93:11] [98:1,6] [99:15] [100:7] [102:14] [114:3] [115:20] [121:17] [122:18] [145:21] [176:6] [181:8] [184:16,18] [187:11] [193:7,9,12] [194:1] [220:7,11] [222:10] [223:17] [228:6] [237:11] [242:15] [243:10] [245:20] [257:3,6] [261:1]  
**pick** [16:19] [26:15] [59:15] [76:9] [79:11] [81:12] [249:7]  
**picked** [213:13]  
**picking** [169:4]  
**piece** [70:9]  
**pieces** [127:18]  
**place** [35:17] [96:11] [115:1,5] [131:17,18] [144:6]  
**placed** [138:18]  
**placement** [168:3] [178:9]  
**places** [129:12]  
**plaintiff** [14:15]  
**plaintiffs** [1:] [3:3,11] [4:3] [8:4,7]  
**plan** [6:18] [20:22] [21:13] [28:16,19] [29:6,14] [30:1,3]

[31:1] [32:12] [113:20] [151:13,15] [165:2,4] [170:20] [171:5] [179:2] [187:8,12] [191:16] [197:11] [207:18] [208:4] [219:12] [237:17]  
**plans** [99:20] [146:1] [163:3] [170:16] [171:3] [180:6]  
**plant** [74:22] [75:2,8,20] [76:7,9] [78:15,17,19] [79:2,12] [80:21]  
**plantbased** [76:7]  
**plant-based** [76:7]  
**planterived** [78:15,17] [79:2,12] [80:21]  
**plant-derived** [78:15,17] [79:2,12] [80:21]  
**please** [7:20] [8:10,17] [217:11]  
**plus** [197:20] [198:12,18] [200:6,17] [201:8] [202:3] [203:17] [205:19] [207:1]  
**point** [49:18] [56:10] [62:6] [67:20,22] [73:22] [74:10] [87:15] [89:21] [92:6] [108:7,13,21] [109:19] [116:18] [123:6] [127:2] [134:14] [141:11] [144:11] [157:5,10] [164:15] [171:13] [183:14] [198:5,10] [218:18] [220:15] [224:13] [225:22] [226:19] [228:12] [241:20] [243:14,20] [246:5,7]  
**pointed** [74:7] [129:13]  
**pointing** [75:18]  
**poorly** [218:21]  
**population** [74:14] [78:22] [79:7,10,21] [186:6]  
**portion** [6:11] [130:22] [131:4] [176:19] [179:18] [186:5]  
**portions** [6:13] [140:7]  
**position** [21:20] [39:9,12] [81:18,19] [93:14] [100:6] [116:21] [127:5] [134:22] [141:9] [147:6] [221:13] [229:22] [237:7] [238:7] [242:4,7] [251:8,15] [262:11]  
**positioned** [236:21]  
**positioning** [237:4]  
**positions** [132:17] [242:15]  
**possibility** [100:3]  
**possible** [36:5] [146:6] [171:2,17] [174:18] [186:9] [189:4]  
**post** [122:4]  
**potential** [21:8] [39:2]  
**potentially** [80:15] [238:20]  
**ppi** [146:18] [148:7] [149:19] [153:13]  
**ppis** [150:2,17] [154:8] [155:3] [236:4] [250:9]  
**ppms** [50:20]  
**practice** [102:16]  
**predict** [224:15]  
**predicted** [219:19]

**preemptive** [151:13,15]  
**prefer** [79:1,3,8,12] [177:20]  
**preferred** [134:22] [155:16] [176:8] [177:21] [182:12] [241:9] [242:7]  
**pregnant** [75:6] [79:4,9]  
**premarin** [35:18] [36:14] [64:21] [67:7] [68:8] [73:6,12] [77:20] [87:10,15] [90:22] [91:3] [93:12] [95:11] [98:2] [100:4,15,17] [114:13,17] [115:8,22] [116:17,21] [119:13] [121:4] [123:14,20] [124:21] [129:3] [130:7] [131:20] [132:4,16] [133:13,16,18] [134:5] [135:13] [140:19] [141:10,15] [142:18] [143:17,18] [144:1] [145:2,7] [147:1] [149:21] [150:5] [151:9,17] [153:6] [155:6,21] [156:2] [157:1,17] [162:5] [173:20] [175:20] [176:12,16] [177:14] [185:11,18] [194:13,18] [195:2] [219:9] [221:14] [222:9] [223:18,21] [224:12] [228:16,20] [229:6] [233:7,9] [234:3,11] [236:22] [237:5,8] [241:9] [243:2,4,12] [244:2] [245:6] [247:21] [250:1,21] [251:4] [252:3] [253:2] [257:19] [264:2,12]  
**premarins** [92:20] [99:19] [252:16]  
**premium** [84:17,19]  
**preparation** [11:11,17] [79:17]  
**preparations** [214:3]  
**prepare** [38:18]  
**prepared** [15:8] [42:3,6] [160:3] [161:7] [204:7]  
**preparing** [11:20] [47:12] [192:13]  
**prescribe** [93:12] [95:18] [223:12] [242:15]  
**prescribed** [194:21]  
**prescribing** [97:9] [186:7] [237:11]  
**prescription** [35:3] [104:19,20] [124:13] [125:10] [136:10,15,17] [139:2] [151:22] [155:19] [176:7,8,14] [185:10] [190:13,18] [191:16] [206:17] [220:13] [226:2] [232:7] [243:7,9,18] [245:14]  
**prescriptions** [34:12] [52:1] [124:15] [180:4] [185:18] [220:2] [223:14,16] [225:15] [226:5] [227:3,19,21] [228:4]  
**present** [5:8] [21:9] [23:20] [64:9] [71:12]  
**presents** [121:11] [139:19]  
**press** [6:9,10] [118:8] [119:2]

**pretty** [23:8] [38:6] [110:18] [206:2,6] [247:19]  
**prevacid** [147:5] [222:1]  
**prevent** [101:7] [102:1] [104:1] [107:2] [125:17]  
**preventing** [105:21]  
**prevention** [106:8] [108:18] [119:7,13]  
**prevents** [103:12] [107:14]  
**previously** [43:6] [65:18] [131:2] [159:16] [199:4]  
**price** [37:9,16,19,22] [38:4,7] [41:2] [59:8,14] [60:9] [84:17,19] [85:6,11,13,15] [86:1,16,20] [87:1,9] [89:5,12,14,16,20] [90:1,7] [144:8] [156:22] [157:6,18] [176:11] [195:2] [196:1,2,12] [197:18,19] [198:7,13] [200:2] [201:10] [202:2,6,9,10,20,22] [203:6,13,22] [204:10,14] [205:18] [206:13] [232:12] [233:4] [240:5,14] [247:12] [252:15,16,17,18,22] [254:11] [255:11,15,21] [257:18] [258:2,7,21] [259:16] [260:7]  
**priced** [82:14] [86:4] [253:1] [254:14]  
**prices** [22:12,15] [40:18,20] [41:4] [59:2] [86:8] [91:2,4] [154:6,12,14] [157:3,12,13] [194:9,13,17] [195:14] [196:6,9] [200:14,16] [204:9] [253:17] [256:5]  
**pricing** [40:8] [47:3] [82:10,12,14] [85:2,19] [86:13,18] [87:6,20] [88:12,13,19] [90:5,9,11,13,19,22] [259:12] [260:12]  
**prilosec** [34:16] [35:4] [59:18] [60:11,12,14,18] [61:3] [146:12,22] [147:10,15,16,20] [148:3,10,17,20] [149:18] [150:2,9,17,19] [153:12] [221:22]  
**primarily** [112:6]  
**primary** [19:8] [62:10] [88:18] [259:15]  
**principal** [21:22] [46:1] [75:15] [209:20]  
**principally** [18:19] [22:4] [27:5] [88:1] [105:16] [127:21] [136:7] [138:2]  
**principals** [19:20] [27:16] [31:16]  
**prior** [89:19] [164:4] [180:16,21]  
**prioritized** [262:10]  
**privy** [134:8]  
**probably** [20:6] [69:1] [78:6] [83:21] [175:15] [187:19] [226:1]  
**probe** [173:15]  
**problem** [78:1] [141:20] [145:18] [183:17] [233:7]

[238:12]  
**problems** [113:6]  
**proceedings** [7:1] [10:4]  
**process** [32:16,18] [128:3,8]  
**processors** [52:8]  
**produced** [70:13] [159:1]  
[172:2] [199:4] [201:3]  
[209:15] [235:20]  
**product** [19:4,9] [21:1]  
[26:21] [27:6] [33:16,18,19]  
[34:1,2] [35:18] [37:14,19,20]  
[39:16] [55:8,14,20] [56:10]  
[18,20,22] [58:5,6] [59:7,10]  
[17] [60:9] [61:8,18,19]  
[63:11] [66:10] [68:9]  
[69:13] [70:20,21] [71:4,10]  
[19] [72:1,11,19] [75:6,20]  
[76:7,9,10,14] [77:20]  
[78:14,16] [79:1,3,8,12,17]  
[21] [80:3,21] [84:1,3,5,7]  
[85:11] [86:16] [87:11,14,18]  
[88:11,12,14,19] [89:6]  
[93:4,12,17,18,20] [94:21]  
[95:1,3,18] [96:18] [97:2,3]  
[7,14] [98:20] [99:1,10]  
[102:17] [103:12] [104:2]  
[108:4,12,17,20] [113:2]  
[114:4,15] [116:1,8,12]  
[117:13] [118:10] [119:5,7]  
[13,15] [121:7,14] [122:3,5]  
[6] [123:12,14] [124:6,9]  
[128:15,20] [130:1] [131:18]  
[21] [132:5] [134:11,13]  
[142:14] [144:8,9,13,16]  
[146:22] [147:4,5] [148:11]  
[21] [149:19] [150:10]  
[156:7] [165:14,16,19]  
[167:21] [169:14] [181:11,15]  
[19] [182:2,6,9,17,18]  
[183:3,6] [184:1] [186:6,10]  
[20] [188:1,5] [194:20,21]  
[195:10,22] [202:20,22]  
[203:12] [206:9] [211:21]  
[213:8,10,12,16,17,21]  
[214:6,21] [215:9] [216:17]  
[217:3,6,19] [218:21]  
[219:18] [221:8,9,12]  
[223:5] [224:12] [228:14,18]  
[229:1,16,17,19,22] [230:8]  
[11,17] [231:9,16,18,21]  
[232:1,3] [233:2] [234:18]  
[236:22] [237:8] [238:13]  
[240:16] [241:2,9] [242:7,14]  
[17,20] [243:17] [246:10]  
[247:13] [248:4,20] [249:21]  
[251:1,2,5,6,9,14] [253:7,12]  
[14] [254:5,9,17] [257:11]  
[258:6,19,21] [259:5,6,12,16]  
[261:9] [262:10] [263:12]  
[264:11]  
**products** [18:20] [22:16]  
[24:8] [25:22] [26:3] [35:12]  
[36:21] [37:9,13,18] [39:18]  
[19] [40:1,2] [50:21] [54:18]  
[21] [56:2,6] [57:1,3,6]  
[58:3] [68:22] [75:12]

[80:6] [87:22] [88:9] [98:7]  
[99:21] [100:8] [102:10]  
[104:15] [111:11,15,20]  
[112:4,10,19] [113:9]  
[114:9] [115:17,19] [116:22]  
[119:12] [120:18] [123:2]  
[124:15] [125:1] [127:9]  
[129:10] [132:14] [134:16,21]  
[135:7] [141:14] [143:19]  
[144:3] [146:11,17] [148:14]  
[149:3] [151:9] [154:13]  
[156:15] [157:1,3,13,16]  
[158:19] [162:8,12] [167:18]  
[168:4,19] [171:18] [175:13]  
[18] [181:20] [182:7,12,13]  
[183:4,19] [188:3] [189:2,8]  
[192:21] [198:16] [213:22]  
[216:7] [217:22] [218:1,2,11]  
[16] [221:4] [222:17] [228:3]  
[9] [230:16] [234:12,17]  
[236:2,5,11] [239:6] [241:13]  
[242:8] [248:10,16] [249:4]  
[251:16] [252:1] [256:9]  
[258:13] [261:2,17] [262:5]  
[8,14] [263:15] [264:3,5]  
**professional** [2:6] [103:6,17]  
[19] [107:10,11]  
**professionals** [108:11]  
**professionaltoprofessional**  
[103:19]  
**professional-to-professional**  
[103:19]  
**profile** [64:20] [67:6] [70:6]  
[82:18] [129:2,5] [130:1,7]  
**profiles** [127:8] [128:18]  
**profitable** [142:14]  
**profitably** [142:10]  
**program** [6:17,19] [31:22]  
[162:10,14] [197:11,12]  
[244:21]  
**programs** [26:11] [155:17]  
[176:5] [178:16,17]  
**project** [12:20,22] [13:2]  
[17:6,7] [18:9] [20:4,15]  
[21:14,18] [23:2,3] [26:8]  
[28:14] [29:3] [30:8,10,14]  
[31:1,4] [35:10] [39:13]  
[40:9] [60:16] [61:5,7]  
[184:19] [209:19]  
**projected** [246:15]  
**projects** [13:9] [17:17,20]  
[18:4] [25:5] [30:12]  
**promark** [178:18]  
**prometrium** [262:19] [263:13]  
**promise** [191:15]  
**promote** [66:10] [81:20]  
[102:17] [245:7]  
**promoted** [83:12,14] [187:16]  
**promoting** [27:7] [78:14]  
[83:17] [106:7] [125:17,22]  
[166:19,21] [229:17] [262:11]  
**promotion** [125:20] [126:1]  
[209:3] [210:15] [212:22]  
[216:11] [224:18] [228:20]

[231:11]  
**promotional** [78:6] [216:9]  
[219:20] [220:5] [221:16]  
[231:17]  
**promotions** [78:3,18] [126:4]  
**pronouncement** [237:3]  
**proportion** [227:4]  
**proposition** [129:22]  
**protect** [238:3]  
**proton** [148:16]  
**protonix** [147:4,16] [153:13]  
[221:21]  
**provide** [18:22] [103:1,7,12]  
[15,16,19] [107:9,13,15]  
[139:15] [143:2,7,14]  
[149:9] [159:2,5] [163:19]  
[253:20] [254:11]  
**provided** [72:9] [74:12]  
[77:1] [100:21] [101:12]  
[110:15] [123:16] [151:13]  
[168:15] [253:22] [263:2]  
[264:8,17]  
**provider** [239:10] [241:1]  
**providers** [254:13]  
**provides** [140:14] [148:6]  
**providing** [105:9]  
**provisions** [247:18]  
**prozac** [153:11]  
**prrt** [162:8]  
**prudent** [82:12] [85:2]  
[87:6] [245:22] [246:2]  
**public** [2:7] [81:22] [105:10]  
[108:3] [114:14] [121:17]  
[266:21]  
**publications** [182:11]  
**publicly** [152:16]  
**publiclytraded** [152:16]  
**publicly-traded** [152:16]  
**publishes** [121:11]  
**pumlin** [3:14]  
**pull** [175:7] [180:8]  
**pulling** [262:22]  
**pump** [148:16]  
**purchase** [37:8]  
**purchased** [19:5] [83:19]  
[182:3]  
**purchaser** [3:3] [8:4,7]  
**purchasers** [41:10]  
**purpose** [46:1] [58:1] [181:10]  
[234:10]  
**purposes** [199:8] [234:9,12]  
[263:1]  
**pushed** [249:17]  
**pushing** [78:17]  
**put** [29:15,18] [58:9] [105:5]  
[128:15] [133:9] [136:3,10]  
[144:8] [153:11,12] [155:8]  
[165:3] [181:19] [204:7]  
[214:5] [221:16] [224:17]  
[227:17]  
**putting** [12:14] [22:13]  
[25:17] [29:6,22] [30:2]  
[158:18] [167:12] [233:6]  
[249:5]

## Q

**quantitative** [86:22]  
**quarter** [92:17,19,20]  
**question** [9:5,14,17,18]  
[51:12] [55:2,6] [60:6]  
[75:16] [76:18,20] [77:5,8]  
[78:5] [79:19] [80:1] [82:4]  
[92:5] [102:20] [117:14]  
[120:21] [122:9,11] [125:5]  
[131:16] [134:1] [135:1]  
[139:13] [142:17] [158:12]  
[165:11] [166:13] [169:13]  
[180:11] [182:15,16] [186:17]  
[196:5,13] [197:15]  
[215:8] [217:11] [219:11]  
[220:17] [223:8] [226:4]  
[230:19] [233:15,20] [236:7,19]  
[244:10] [249:20]  
[253:15] [257:2] [258:12]  
[261:3]  
**questioning** [204:19]  
**questions** [9:2] [73:3]  
[95:21] [96:9] [176:18]  
[234:15] [255:7] [265:10,13]  
**quickly** [82:18]  
**quite** [204:20]  
**quotation** [184:14]  
**quote** [48:9] [116:17] [184:6,12,13]  
**quoted** [48:8]  
**quotes** [64:8]

## R

**r.ph** [1:16] [2:2]  
**raise** [225:22]  
**range** [120:19]  
**rapidly** [65:15]  
**rate** [12:6,19] [175:19]  
[206:18]  
**rated** [59:11] [224:5] [249:22]  
**rather** [37:1] [38:3] [60:10]  
[83:2] [153:11,13]  
**re** [43:22] [252:20]  
**reached** [173:14]  
**reaching** [47:6] [89:13]  
[220:11]  
**react** [237:13]  
**read** [44:7,10,11,14,18]  
[45:1,21] [46:10,16] [66:4]  
[70:10,12] [77:4,6] [89:19]  
[119:17] [127:19] [130:12]  
[131:2,9] [133:6,11] [136:19]  
[137:13,14,16] [183:11]  
[233:18] [260:11]  
**reading** [47:1] [133:12]  
[210:10]  
**reads** [144:4]  
**really** [51:14] [52:17] [55:9]  
[64:4] [90:20] [97:13]  
[108:13] [113:16] [158:11]  
[178:11] [186:12] [233:13]  
[253:17]  
**realtime** [2:6]



**reason** [29:16] [44:9,13] [59:14] [68:11] [80:8] [124:19] [136:5] [140:22] [141:3] [153:2] [182:2] [190:9] [201:17,21] [202:5] [208:1]  
**reasonable** [90:16,17] [145:14]  
**reasonably** [100:13]  
**reasons** [144:18]  
**rebate** [64:8] [141:6,7] [142:3,11,15,16,19,22] [143:17] [144:9,10,12,22] [146:8,18] [147:6] [150:20] [151:3,5] [155:4] [163:8] [235:4,10]  
**rebated** [252:15,16,17]  
**rebates** [136:11] [139:16] [140:17] [141:9,14,22] [142:5] [143:4,8,15,18,22] [144:2,15] [147:13,15,17] [149:5] [151:8,17] [157:15] [161] [163:11] [235:8] [238:19,20] [252:18]  
**rebuttal** [45:12]  
**recall** [39:10] [115:6,10] [207:20] [208:12,20,21] [209:21] [210:1] [257:12]  
**receive** [140:17]  
**received** [110:1] [117:20] [118:9] [120:9]  
**recent** [28:14] [111:5]  
**recently** [101:2]  
**recess** [16:4] [24:21] [109:10] [179:13] [211:10] [255:2]  
**recognize** [15:19] [189:6]  
**recollection** [48:10] [50:1] [138:7]  
**recommendation** [38:19]  
**recommendations** [21:11] [22:14] [24:5]  
**recommended** [163:7]  
**reconsidered** [90:5]  
**record** [8:18] [9:19] [15:4,12] [16:1,2,6] [24:19] [25:1] [34:4] [36:11] [63:18] [65:19] [77:6] [91:21] [109:4,8,14] [118:2,7] [129:15] [130:21] [140:6] [159:19] [161:5] [179:12,15] [196:14] [197:5] [199:2,11] [209:14] [211:2,8,14] [233:18] [254:21,22] [255:4] [265:16] [266:12]  
**redo** [156:8]  
**reduce** [188:2]  
**refer** [47:21]  
**reference** [42:13] [43:17] [48:16,20] [106:6]  
**referenced** [41:18]  
**references** [36:9] [46:18]  
**referring** [56:13] [149:6] [170:9]  
**refers** [65:9]  
**reflection** [149:15]  
**regard** [19:2] [61:18] [83:6] [108:7] [165:12] [201:18] [238:12] [242:21] [257:14]  
**regarding** [14:1] [82:9] [109:21]  
**regimen** [84:13]  
**regional** [170:16]  
**registered** [2:6]  
**regulations** [177:17]  
**reimburse** [171:8] [197:9]  
**reimbursed** [163:3] [169:3] [170:20] [171:19] [172:1] [173:18] [174:14] [175:13] [195:10,21] [206:17] [232:15]  
**reimbursement** [40:12] [198:6] [201:18]  
**reimbursing** [169:11]  
**relate** [172:19]  
**related** [46:14] [54:17] [78:15] [102:2] [266:13]  
**relates** [35:17] [65:12] [87:22] [125:17] [147:20] [160:11] [168:19] [170:5] [180:18] [200:13] [257:2]  
**relating** [22:6] [41:13] [72:18]  
**relation** [67:7] [224:21] [226:6,17] [228:4] [251:11]  
**relationship** [166:15,16] [167:15]  
**relationships** [60:7]  
**relative** [266:16]  
**relatively** [25:21] [252:12]  
**relaxation** [104:20]  
**release** [6:9,10] [66:15] [67:1,8] [68:16,20] [69:13,21] [72:18] [118:8] [119:2]  
**relevance** [122:12] [164:14] [205:5]  
**relevant** [63:1] [65:6] [75:1,4] [90:15,16] [95:22] [96:3,4,6] [103:5] [142:12,16,18] [145:16] [175:11] [194:5] [227:6] [229:11] [234:12] [235:2,5,11,16] [236:8]  
**relying** [193:11]  
**remember** [18:19] [20:3] [44:22] [138:12] [165:4,8] [173:21] [178:14] [210:10] [264:21]  
**reminded** [110:10]  
**remove** [116:8]  
**removed** [62:11] [112:8,12,20] [116:1,17] [117:9] [124:6,9] [207:15]  
**rendered** [16:11]  
**renegotiate** [137:9,21] [138:4] [139:7]  
**rent** [30:13]  
**rentarep** [30:13]  
**rent-a-rep** [30:13]  
**reorganization** [23:13]  
**rep** [34:9] [36:4] [68:13] [102:16]  
**repeat** [75:16] [212:8]  
**rephrase** [9:4] [150:13]  
**replacement** [123:12] [150:6] [261:1]  
**report** [6:6,13] [11:12,17,20] [13:15,16] [15:6,7,14] [16:22] [18:7] [38:18] [41:19] [42:8] [43:12] [48:12] [49:3,15] [50:4] [61:21] [62:13] [63:9] [64:17] [74:11] [75:19] [76:7,22] [78:8] [82:8] [85:9] [87:5] [91:22] [97:20] [98:5] [99:18] [100:5] [101:15] [109:22] [115:1,5,12] [121:6] [124:5] [125:18] [126:22] [132:12] [135:22] [136:14] [138:8,13] [139:9,20] [140:7,8,13] [143:9] [151:3,12] [159:12] [168:11] [171:14] [172:8,10] [173:5,9,22] [179:18] [183:11] [192:13] [194:9,14] [195:6] [205:15,20] [207:13,15] [208:22] [209:7] [210:13] [212:19] [215:4] [216:15] [225:5,11] [231:22] [238:9] [245:12] [255:8,13] [256:3] [260:15]  
**reported** [1:20] [172:10]  
**reporter** [2:6,7] [7:18] [8:10] [9:9] [266:1,4]  
**reports** [44:8] [67:11] [109:21] [174:20,21] [264:9]  
**representative** [103:15] [151:20] [190:15]  
**representatives** [49:19]  
**represented** [58:12]  
**represents** [199:16]  
**reps** [49:5,21] [66:9] [67:18] [261:7] [262:4,11]  
**republicans** [80:5]  
**reputed** [176:11]  
**request** [38:14,20] [42:8,11] [47:7] [120:3]  
**requested** [36:19] [42:7,18] [46:21]  
**require** [249:3]  
**required** [38:12] [72:13]  
**review** [43:22]  
**re-review** [43:22]  
**rereviewed** [252:20]  
**re-reviewed** [252:20]  
**research** [21:21] [80:12] [86:12,15,19] [87:21] [88:17] [158:13] [217:21] [220:6] [222:12] [223:10,16] [234:10] [256:13,18,19] [257:3] [259:15]  
**researched** [215:19]  
**resist** [259:20]  
**respect** [113:12]  
**respond** [9:5,8,15] [45:10] [200:9]  
**responding** [45:11]  
**response** [219:2,5]  
**responsibility** [52:13] [167:2,4]  
**responsible** [47:12] [51:6] [54:2]  
**rest** [133:19]  
**restate** [92:5] [97:4] [117:14] [227:22]  
**restricted** [1:17] [172:11]  
**restriction** [179:19]  
**restrictive** [179:1]  
**result** [115:8] [124:16] [189:22] [225:20] [227:8] [241:6]  
**resulted** [116:20] [132:16] [246:9]  
**results** [74:8] [216:12]  
**resume** [15:18] [20:15] [25:4] [61:20] [62:4,12,19]  
**retail** [6:15,17] [194:9] [196:1] [197:7,10] [205:16] [206:1] [255:11,16,21]  
**retained** [10:7] [20:20] [39:4]  
**returning** [114:13]  
**revenue** [19:8]  
**revenues** [39:2]  
**reverse** [142:17]  
**review** [16:13] [47:5] [48:13] [128:9] [139:20] [159:3] [162:1] [180:9] [252:21]  
**reviewed** [42:1] [43:19,21] [140:9] [158:1,13]  
**reviewing** [12:2]  
**reward** [148:13,14]  
**rich** [144:12]  
**richard** [4:5] [8:5]  
**ride** [249:14]  
**right** [10:20] [17:10] [18:4,15] [20:10] [23:9] [34:4] [40:16] [41:11] [51:13] [53:5] [54:1] [55:17] [56:11,15] [57:7,18] [58:16] [62:14] [63:8] [64:3,16] [65:17] [66:11] [67:3,17] [68:5] [69:20] [70:5] [71:16] [72:14] [75:1,20,21] [76:4] [78:12] [80:18] [82:20] [84:8] [86:5] [88:21] [91:5] [92:3,13,15,19,22] [93:8] [94:7,15] [95:15] [96:12,13,17] [97:15] [99:4,8] [101:21] [102:21] [104:12] [107:18] [111:5,13,14,22] [112:12,16] [113:10] [114:12] [117:8] [118:18] [120:14,15,20] [121:15,20] [124:22] [125:2] [130:12] [134:14,19] [137:20] [141:9,11] [146:21] [149:16] [150:1,2,22] [152:17] [154:21] [159:6] [160:22] [161:4,19] [162:21] [163:5] [167:16] [168:21] [170:21] [173:7,8] [177:1] [180:15] [181:9] [182:1,5,15] [184:17] [185:15] [188:7] [192:12] [193:20] [194:6,11] [198:2] [200:19,22] [203:2,18,20] [204:3,12] [206:16]

[209:13,14] [210:8] [212:7,8]  
[214:10] [216:5] [218:2,8,15]  
[219:14] [220:4,17,19]  
[222:20] [224:2] [226:1,22]  
[231:19] [232:16] [235:15]  
[237:6,17] [239:7,13]  
[240:1,11] [241:10,14,19]  
[243:5] [245:17] [247:4,16]  
[250:2] [251:18] [254:7]  
[256:14] [259:10] [261:5,12]  
[263:10,14]  
**righthand** [67:17]  
**right-hand** [67:17]  
**rights** [19:6]  
**risk** [6:20] [197:13]  
**rite** [1:] [3:11] [7:6] [13:17,19]  
[14:1,3] [110:5] [199:16,18]  
**roadblocks** [219:22]  
**roche** [19:6] [20:14,17]  
[21:15,18] [22:17] [23:3]  
[50:10] [52:10,12,17]  
[53:6,7,17] [83:20] [84:2]  
[88:16] [258:15]  
**role** [163:19] [164:2]  
**roman** [159:12] [204:16]  
**room** [62:14] [187:12]  
[191:7]  
**roseman** [3:5]  
**rpr** [1:20]  
**ruane** [17:21]  
**rubber** [51:19] [52:4]  
**rule** [212:13] [214:15] [230:  
3]  
**rules** [9:1]  
**rx** [6:20] [197:12]

S

**safe** [119:21]  
**sake** [228:19]  
**sale** [144:13] [213:4] [242:3]  
**sales** [19:12] [25:7,13,17]  
[28:7] [30:7,13] [34:9,14]  
[36:4] [47:4] [49:4,5,21]  
[58:8] [66:9] [67:18] [68:13]  
[72:15] [83:13] [84:12]  
[86:1] [88:16] [102:16]  
[107:8] [124:14] [125:2]  
[126:13] [179:21] [208:13,14]  
[19] [209:2] [210:4,7,18]  
[211:22] [212:2,15,21]  
[213:18] [214:5] [215:10,17]  
[218:22] [219:8,18] [220:10]  
[224:8,11,21] [225:18]  
[228:3,5] [231:7,14] [236:14]  
[244:15] [246:15,16,19]  
[260:16,21] [261:7,8]  
[262:4]  
**salespeople** [25:17] [48:7]  
[175:4]  
**salesperson** [85:10]  
**sally** [172:21]  
**sample** [245:13]  
**samples** [245:16,19] [246:5  
,18]  
**sampling** [245:10]

**sandra** [1:5,12]  
**savings** [258:22]  
**saw** [35:11] [80:12] [95:5,6]  
[100:12] [152:12]  
**say** [10:14] [11:14,21]  
[13:5] [19:14] [23:8] [27:22]  
[28:15] [31:4,21] [33:16]  
[37:12,13,15] [39:14]  
[41:15] [43:13] [47:20]  
[49:18] [50:17] [51:1,7]  
[54:19] [56:16] [58:4,11]  
[59:17,21] [60:2] [61:12,13]  
[69:4,7,9] [75:5] [79:11]  
[80:9] [81:5] [82:9] [83:21]  
[84:18] [85:1,15] [87:5]  
[90:9] [91:6] [92:17] [97:20]  
[101:9,10,18,20] [104:8]  
[106:11,16] [113:22] [115:  
16] [120:4] [121:5] [122:16]  
[124:5] [127:1] [128:3,10]  
[131:7] [135:2] [136:14]  
[137:8] [138:6,10,12]  
[139:14] [142:15] [143:1,12]  
[145:5,10] [147:21] [148:5]  
[153:4,7] [156:6,9] [157:15]  
[162:22] [166:6] [167:5,11]  
[170:18] [171:1,12,14]  
[172:9] [174:8] [179:2]  
[180:3] [186:14] [192:2]  
[194:4,9] [196:12] [205:15  
,18] [206:14] [209:5] [213:2  
,5] [214:19] [217:12] [220:15  
,21] [221:17] [227:21]  
[230:4] [232:18] [234:3]  
[239:9] [241:12] [245:12]  
[248:4,5,7] [249:8,10]  
[250:7] [254:3] [258:11]  
[260:4,9] [263:3] [265:6]  
**saying** [35:6] [40:11] [73:16]  
[76:21] [78:2] [82:7] [90:2,6]  
[91:21] [101:8] [102:7]  
[103:14] [106:10] [108:6]  
[125:1] [134:7,9,11] [135:5  
,11,17] [136:2] [137:11,20]  
[144:14] [146:2,4,9] [148:8  
,9] [149:20,21] [150:3]  
[157:14] [169:15,16] [170:  
7] [171:9,10,14,16,20]  
[174:10,12,16] [185:9]  
[186:14] [194:3] [207:6]  
[219:7,21] [220:4] [233:7]  
[240:8] [244:4] [259:13]  
**says** [13:16] [43:11] [59:10]  
[64:3] [67:18] [73:5,17,20]  
[90:8] [91:22] [101:11,17,18  
,20] [102:8] [106:13] [133:11  
,15] [144:2] [155:21] [159:12]  
[160:18] [161:18] [162:16]  
[177:16] [189:15,18] [216:  
22] [222:18] [230:6] [233:1]  
[258:18] [261:6]  
**scared** [122:22]  
**schafermeyer** [44:8] [109:22]  
[127:2,12] [201:14,16]  
**schafermeyers** [201:22]  
**schedule** [6:15] [197:8]

**school** [164:10]  
**schwartz** [46:20]  
**schwartzs** [46:15]  
**schwarz** [60:21]  
**scott** [172:6]  
**script** [96:1] [175:3,5] [195:  
20] [243:3]  
**scripts** [225:20]  
**scroll** [233:16]  
**second** [17:18] [18:7] [76:21]  
[162:19,22] [169:11] [171:  
8,19] [174:14] [195:11,15,22]  
[204:9] [210:16] [212:1]  
[214:4] [255:12,15]  
**secondary** [127:3,14]  
**secondtier** [174:14] [195:11  
,15,22] [204:9] [255:12,15]  
**second-tier** [174:14] [195:11  
,15,22] [204:9] [255:12,15]  
**section** [98:5] [132:11]  
[151:3] [159:11] [179:22]  
[181:4] [194:8] [195:6]  
[207:15] [218:19] [261:5]  
**sedatives** [154:7] [155:3]  
**seeing** [166:19]  
**seek** [163:8]  
**seeks** [242:6]  
**seemed** [9:13]  
**seen** [15:10] [35:7] [36:7,8,10]  
[70:15] [111:6] [117:19]  
[159:20] [161:2] [174:4,7]  
[175:9] [235:8,10]  
**segal** [3:14]  
**segment** [74:13] [76:8]  
[78:22] [79:7,10,20] [80:2,7]  
**sell** [36:20] [37:18] [38:4]  
[48:7] [54:21] [55:8,14,20]  
[56:1,5,10,17,20,22] [59:22]  
[60:2] [85:11] [142:14]  
[206:22] [230:17] [239:16,18  
,19] [247:10] [254:16]  
**sellers** [111:21]  
**selling** [22:18] [37:17]  
[40:22] [50:20] [52:19]  
[59:10,18] [84:7,8,10,12]  
[225:18] [227:10] [239:5]  
[241:13] [260:22] [261:14,17]  
[262:5]  
**sells** [24:7,9]  
**send** [155:20]  
**sending** [41:8]  
**senior** [21:10]  
**sense** [82:2] [117:7] [186:2]  
[245:8]  
**sensitivity** [259:2]  
**sent** [36:9] [42:22] [43:4,6]  
**sentence** [116:7] [261:5,6]  
**separate** [260:12]  
**seriously** [179:20]  
**service** [107:11] [126:8]  
[183:19]  
**services** [6:17] [7:16,19]  
[103:6,18] [107:10] [197:11]  
[253:20,22] [254:11]  
**set** [23:22] [26:15,18] [37:8]  
[89:14,16] [98:3] [220:21]

[257:18]  
**setting** [40:19] [86:8] [89:20]  
**several** [84:6] [184:8] [238:  
10]  
**share** [76:4] [141:6,22]  
[144:19] [145:1,11,13,15]  
[146:22] [149:4] [159:18]  
[188:11,16] [190:5] [208:16]  
[216:10,18,20] [217:4,5,19  
,20] [218:13] [219:20]  
[224:9,16] [225:10] [229:19]  
[234:6,9,12] [236:13]  
[238:3] [243:18,19] [244:3]  
**shared** [252:13]  
**shares** [186:22] [232:18]  
**shea** [27:17] [33:3,4]  
**sheep** [75:14] [76:15] [79:16]  
[80:11]  
**shield** [54:16] [55:18]  
**short** [13:3]  
**shorter** [12:13]  
**shortest** [123:13]  
**shorthand** [266:9]  
**shouldnt** [265:6]  
**show** [13:14] [15:7,17]  
[65:17] [71:13] [118:1]  
[130:16] [140:1] [159:15]  
[160:19] [175:2,16] [182:12]  
[210:12] [216:1] [219:6]  
[255:14]  
**showed** [80:13] [158:14]  
[205:8] [209:12]  
**showing** [202:4] [203:22]  
[204:2] [229:2]  
**shown** [161:6]  
**shows** [143:9] [160:15]  
[172:1] [202:19,21] [210:15  
,17] [262:14]  
**sic** [91:13] [148:14] [223:15]  
**side** [31:16,18] [46:13]  
[67:18] [80:14] [88:16]  
[112:14] [128:5] [145:3]  
[173:12]  
**sides** [31:16]  
**sidmak** [28:3,6]  
**sigma** [62:1,2,3,6] [63:4]  
[253:6,13,15] [254:17]  
**sigmatu** [62:1,2,3,6] [63:4]  
[253:6,13,15] [254:17]  
**sigma-tau** [62:1,2,3,6]  
[63:4] [253:6,13,15] [254:17]  
**signature** [265:20]  
**significance** [67:21] [69:15]  
[72:17] [73:21] [74:1,8]  
[96:11]  
**significant** [19:12] [52:2]  
[132:16] [180:17] [186:5]  
**significantly** [196:7]  
**similar** [25:12] [98:2] [127:8]  
[128:18] [129:2,5,22]  
[130:6] [132:14] [152:13]  
[224:12]  
**similarly** [129:6]  
**simon** [1:16] [2:2] [7:4]  
[8:11,19,20] [14:22] [15:1,4]  
[16:8] [17:11] [63:14,15,18]

[88:22] [109:8,13] [115:6]  
[117:16] [118:2,3,4,7]  
[119:1] [130:18] [140:3]  
[179:17] [196:17] [197:1]  
[211:8,13,16] [255:6]  
[265:9,15]  
**simons** [6:6,7]  
**simply** [110:14] [113:8]  
[153:3,6] [171:7] [244:14]  
**single** [248:13]  
**singled** [238:13]  
**sir** [9:21] [12:7,10,11,17]  
[14:4,16,20] [15:10,22]  
[23:15] [24:11,13] [25:9]  
[33:8,11] [36:15] [43:3,7]  
[50:5] [53:16] [55:12]  
[57:8] [62:17] [63:18]  
[64:13] [71:20] [73:4]  
[78:9] [85:3] [86:6] [87:3,4]  
[93:6] [97:17] [98:6] [102:15]  
[106:22] [109:18] [115:10]  
[118:2,16] [129:16,18]  
[130:21] [134:15] [139:5,21]  
[140:9] [143:1] [159:15,19]  
[22] [163:6] [168:13] [171:5]  
[175:1] [180:11] [184:12]  
[190:4] [196:22] [197:5]  
[199:11,21] [205:13] [207:  
13] [209:9] [212:18] [215:7]  
[216:6] [217:17] [219:12]  
[225:1] [226:14] [235:7]  
[238:8] [249:12] [253:3,10]  
[256:6] [258:10]  
**site** [100:22] [101:4,13]  
[103:22] [105:12,13] [125:  
7] [126:19]  
**sitting** [139:11] [169:2]  
[191:12] [215:14]  
**situation** [11:6] [38:2]  
[94:14] [108:1] [114:6]  
[188:21] [203:4,5] [227:14]  
[228:11] [232:13,14] [240:  
21] [247:21]  
**situations** [172:20] [177:12]  
[258:5]  
**six** [210:2] [213:12]  
**size** [95:2] [152:13] [186:6]  
[204:1] [208:9] [256:1,2]  
**skilled** [48:21]  
**skills** [48:6]  
**slowed** [245:14]  
**small** [27:21] [51:4,5] [164:  
8] [207:19] [208:5] [218:22]  
[219:13]  
**smaller** [236:13]  
**smithkline** [83:19] [259:9,11]  
**smooth** [66:14,22] [67:8]  
[68:15,20] [69:13,21]  
[72:18]  
**sold** [83:20] [142:10] [182:3  
,6,17] [246:17]  
**sole** [227:13,18]  
**solutions** [39:21] [136:10,15  
,17] [139:2] [151:22]  
**solvay** [66:10] [68:1,6]  
[166:4,7,8,11,17,21] [167:  
10,17] [168:2] [260:16,19,20]  
[261:21] [262:3,4,5,7,11,15]  
[263:8,12] [264:4]  
**solvays** [261:17]  
**somebody** [33:3,5] [78:12]  
[102:13] [172:22] [239:15]  
[247:10,11]  
**somehow** [115:8] [121:7]  
[124:8,9] [126:13] [244:22]  
**someone** [11:6] [58:5]  
[81:10] [103:17] [176:15]  
[196:11] [257:13]  
**something** [13:7] [26:12]  
[33:17] [41:1] [55:4] [60:6]  
[69:21] [73:9] [75:7,10]  
[81:13,16,21] [104:4]  
[107:11] [131:6] [158:14]  
[183:9] [185:13] [190:13,20]  
[204:4,5] [206:12] [221:10]  
[236:18] [258:17] [259:2]  
**sometimes** [57:4,5] [110:16]  
[245:19]  
**somewhat** [225:10]  
**somewhere** [92:4] [161:16]  
**sophisticated** [152:21]  
[156:20]  
**sophistication** [208:10]  
[259:15]  
**soriatane** [19:4,5] [20:6,11]  
**s-o-r-i-a-t-a-n-e** [19:5]  
**sorry** [27:14] [48:1] [77:7]  
[87:20] [96:22] [100:16]  
[108:15] [117:13] [121:22]  
[159:16] [204:16] [253:8]  
**sort** [30:5] [174:20] [184:4]  
**sound** [92:13] [161:19]  
**sounds** [92:15]  
**source** [19:8] [74:12] [75:20]  
[77:1] [78:17,20] [79:14]  
[126:3] [168:17] [226:20]  
[227:13,18]  
**sources** [74:18,22] [75:2,8]  
[77:2] [78:1] [105:18]  
**southern** [1:] [7:8]  
**span** [219:20]  
**spasms** [104:21]  
**speak** [26:20]  
**speaking** [28:12] [40:17]  
**speaks** [72:10]  
**specialist** [7:17]  
**specialize** [25:14]  
**specific** [37:10] [42:7]  
[61:15] [79:22] [80:8]  
[148:10] [158:19] [169:14]  
[260:3]  
**specifically** [25:18] [106:3]  
[113:12] [163:9] [168:20]  
[180:14] [193:6] [216:6]  
[245:6] [248:15] [253:4]  
[255:10]  
**specified** [148:21]  
**specifies** [148:10]  
**spector** [3:5]  
**spend** [11:19] [20:11] [29:5]  
[209:1] [212:21] [213:21]  
[216:9,11] [222:2] [228:13]  
[229:16,18] [230:4,6,9]  
[232:2] [236:12]  
**spending** [212:14] [213:3]  
[215:10,17] [216:19] [224:  
10] [262:16]  
**spends** [229:17]  
**spent** [12:2] [22:22] [210:7]  
[216:10] [246:10] [262:19]  
**spill** [186:7]  
**spillover** [184:4,22] [185:4,5]  
[186:2] [189:6]  
**spoke** [48:6]  
**spoken** [78:21]  
**square** [212:18]  
**squibb** [50:15]  
**staff** [209:19]  
**stand** [80:4]  
**standard** [207:10,12] [209:  
5] [212:13,20] [219:3,14]  
[230:3] [244:21]  
**standpoint** [100:8] [127:10]  
[167:10]  
**stands** [25:15]  
**start** [55:10] [88:7] [260:19]  
[261:13]  
**started** [31:22] [54:10]  
[109:16] [123:4,5] [176:4]  
[260:1]  
**starting** [133:17]  
**starts** [184:4,7]  
**state** [8:17] [64:17] [124:19]  
[127:7,13] [143:20] [149:11]  
[177:18] [178:9] [192:19]  
**stated** [128:2] [149:2]  
**statement** [68:17] [74:16]  
[76:2] [87:7] [135:13]  
[209:9]  
**statements** [35:22] [85:21]  
[127:12]  
**states** [1:1] [7:7] [128:10]  
[177:19] [178:11] [209:16]  
[210:2] [211:19] [212:11]  
[266:2]  
**statin** [112:17]  
**stating** [64:10] [116:11]  
**status** [183:21]  
**stay** [93:15]  
**steady** [66:14] [67:1,8]  
[68:16,20] [69:13,21]  
**step** [50:16] [108:3] [218:10]  
**stephen** [209:17]  
**steps** [56:8] [86:11]  
**stock** [208:18]  
**stocks** [75:15] [76:13]  
[79:15]  
**stomach** [70:3] [83:7] [84:14]  
**stop** [50:21] [60:8] [240:7]  
**stopping** [220:1]  
**strategic** [163:19,22]  
**strategies** [86:13] [90:10,12]  
[140:15]  
**strategy** [21:8,12] [81:18]  
[82:12] [85:2] [87:6] [89:22]  
[90:2,13,19] [146:15]  
[163:16] [166:2] [237:19]  
**strawn** [2:4] [4:13] [7:12]  
**street** [2:4] [3:6,15] [4:7]  
[7:12] [230:22] [237:2]  
**strength** [93:10] [97:10,13]  
[115:22] [116:7] [119:5]  
[162:4]  
**strengths** [91:7] [92:18]  
[93:1]  
**strictly** [46:4] [169:19]  
**strike** [54:13] [56:2] [105:21]  
[139:13] [174:5] [256:15]  
**structure** [28:21] [36:20]  
[38:4] [78:7]  
**structured** [171:6] [238:16  
,18]  
**structuring** [239:1]  
**struggled** [234:15]  
**studies** [65:3] [67:5,10,11]  
[69:4] [70:15] [96:18]  
[257:17] [258:16] [260:6]  
**study** [47:13] [65:7] [69:8,14]  
[71:4,6,8,9,16,21] [72:3,4,6  
,7,11] [73:14] [74:5,6]  
[94:4,20] [95:6,21] [96:11,16  
,20,21] [99:14] [115:7,16]  
[116:6,20] [117:11,21]  
[119:10] [121:10] [123:15]  
[210:1] [216:7] [222:20,21]  
[223:4] [258:1,6] [259:2,7,12]  
**stuff** [189:17]  
**subject** [33:14]  
**submission** [72:13] [120:2]  
**submits** [121:10]  
**submitted** [72:5,8] [73:13,14]  
[94:4] [120:1]  
**substance** [63:9]  
**substandard** [64:18]  
**substantially** [132:14]  
**substitution** [155:17]  
**successful** [158:9] [187:16]  
[238:21]  
**successfully** [62:9] [63:4]  
**sudden** [59:19] [69:7] [123:  
8]  
**sufficient** [179:20]  
**suggest** [183:1] [243:15]  
**suggesting** [142:9] [163:14]  
**suite** [3:7,16]  
**sum** [50:9]  
**summary** [174:21]  
**summer** [119:10]  
**superior** [131:21] [132:5]  
[133:13] [135:14]  
**supplier** [58:15,18] [155:2]  
**suppliers** [105:16]  
**supplies** [22:20]  
**support** [121:13]  
**supported** [83:13]  
**supporting** [96:18]  
**supportive** [183:20]  
**supposed** [198:17]  
**sure** [46:19] [48:13,22]  
[60:5] [70:8,22] [88:5]  
[131:8] [151:1] [152:4,5]  
[229:14] [239:6,21] [247:19]  
**surprise** [250:20]  
**surprised** [250:22]

**survey** [181:7]  
**susman** [18:6,9] [43:6]  
[74:20]  
**swear** [8:10] [177:9]  
**switch** [155:2] [157:8]  
[223:11]  
**sworn** [8:13] [266:8]  
**symptoms** [99:9] [118:14]  
**synthesized** [75:8]  
**synthetic** [97:22]  
**synthroid** [251:3]

---

**T**

---

**table** [22:14] [162:1] [168:17]  
[194:14] [195:15] [196:9]  
[200:1] [202:12,17] [203:1]  
[204:8] [225:13] [255:10]  
[263:1,2,7]  
**tables** [265:1]  
**tablet** [118:12]  
**tagamet** [258:19] [259:4,8,9,  
,11]  
**takeda** [255:13] [256:3]  
**taken** [6:12] [7:4] [10:1]  
[83:5,6] [95:13] [113:2,5]  
[125:16] [126:12] [130:22]  
[207:22] [266:5,9,15]  
**taking** [60:9] [75:10] [84:14]  
[95:11] [104:22] [105:3]  
[116:21] [189:16] [233:5]  
**takitomo** [151:22]  
**talk** [10:10] [14:7] [17:11]  
[25:3] [38:13] [61:21]  
[62:8] [64:19] [65:15]  
[68:15] [70:5] [72:21]  
[74:11] [84:22] [99:18]  
[100:4] [103:18] [109:20]  
[115:2] [116:5] [124:8,11]  
[127:1] [139:18] [156:13,17]  
[184:3] [194:2] [198:15]  
[211:19] [238:22] [239:4]  
[241:5] [260:15] [261:4]  
**talked** [10:10] [28:3] [62:5]  
[71:18] [103:2] [110:11]  
[172:21] [184:16,18] [208:  
17] [228:8] [247:6] [250:9]  
**talking** [23:3] [32:20] [33:6]  
[40:14] [45:17] [48:15]  
[55:11] [65:2] [66:22]  
[67:12] [68:14] [70:16]  
[72:2,12] [73:11,17,20]  
[77:1] [110:13] [126:15]  
[145:17] [148:22] [151:2]  
[162:18] [165:9] [168:7]  
[172:6] [184:18] [193:16]  
[218:11,15] [228:9] [232:4]  
[233:11] [242:17] [264:11,12]  
**talks** [66:14] [262:14] [264:  
10]  
**tampa** [39:7]  
**tap** [147:4] [222:2]  
**tape** [7:2] [109:5] [211:5]  
[265:15]  
**target** [162:9]  
**targeted** [78:19]

**targeting** [253:4,10]  
**targets** [21:8] [30:19]  
**tarnished** [115:17] [123:1]  
**taro** [55:22] [56:1,4,22]  
[57:2,18,22]  
**task** [144:21]  
**tasked** [260:21]  
**teacher** [164:10]  
**technology** [209:16] [211:20]  
**tegretol** [248:9]  
**tell** [19:22] [23:1] [29:7]  
[34:15] [35:2] [39:11]  
[61:10] [62:19] [72:16]  
[98:21] [104:18] [114:20]  
[181:12,20] [182:18] [186:  
16] [190:7] [214:11,12,14,16]  
[217:22] [224:14] [234:14]  
[250:18] [252:10,19,21]  
**telling** [34:10] [81:10] [89:11]  
[120:8] [167:17] [259:5]  
**tells** [87:12] [182:6] [183:3,19]  
**tend** [192:20]  
**tenncare** [178:17]  
**tennessee** [178:16]  
**terminated** [54:18] [247:8,15]  
**terms** [13:13] [25:4] [53:12]  
,15] [77:15] [81:3] [89:22]  
[95:16] [104:12] [106:4,22]  
[117:8] [151:8] [154:4,12]  
[158:22] [167:8] [173:11]  
[175:12] [178:9,10] [179:2]  
[199:22] [206:18] [219:8,18]  
[224:20] [228:2] [231:11]  
[239:8] [254:1,19] [256:8]  
[257:4] [258:9]  
**test** [69:22] [70:17,18,19,22]  
**testified** [8:13] [148:1]  
**testimony** [64:7] [130:4]  
[133:11] [134:3] [205:10,12]  
[266:7,8,12]  
**testing** [22:20]  
**tests** [65:5] [67:13] [70:16]  
[71:11]  
**teva** [54:5,8,11,14,15,17]  
[55:10,11,12,18] [56:8,17,22]  
[57:2,7,15] [58:1,8] [60:13,  
14,17] [88:1] [248:1]  
**thank** [265:11]  
**thats** [12:8] [13:12] [23:17]  
[44:2] [58:17] [83:11]  
[92:2] [100:22] [101:16]  
[116:6] [133:14] [172:6]  
[173:4] [207:7] [239:13]  
[240:10,11,21] [242:5]  
[244:17] [263:5,6,14]  
**theirs** [150:20]  
**themselves** [254:2]  
**theoretically** [52:6] [97:18]  
[167:22] [234:17]  
**therapy** [150:7]  
**thereafter** [266:10]  
**thereof** [131:4]  
**theres** [79:7,10] [94:2]  
[111:12] [112:17] [143:16]  
[151:15]  
**theyll** [206:13]

**theyre** [45:5] [193:20]  
**theyve** [80:4] [120:6] [160:8]  
**thing** [13:3] [17:3] [25:13]  
[29:9] [36:8] [43:4] [68:19]  
[105:1] [135:21] [152:12]  
[155:10] [156:12] [170:2]  
[175:22] [177:19] [187:11]  
[191:2] [212:8] [214:19]  
[231:8] [238:5] [248:13]  
**things** [10:10] [16:9] [17:15,  
22] [19:13] [21:3,4] [22:3,7]  
[24:2,4,9] [26:19] [27:21]  
[29:18] [32:13] [42:9,12,14,  
17] [44:3,4] [52:5] [62:21]  
[63:1,2] [65:12] [67:12]  
[68:12,13] [69:7,9] [71:2]  
[86:11,14] [96:10,15]  
[99:12] [102:11] [103:6]  
[105:15] [111:4] [116:17]  
[127:19] [143:16] [176:13]  
[193:17,18,22] [194:2]  
[220:16,20] [228:22] [238:  
10] [252:12] [253:21] [260:  
3]  
**think** [9:17] [12:13] [44:17]  
[46:12,20] [47:5] [52:20]  
[60:19] [64:4] [72:2,7,9]  
[76:19] [77:17] [79:6,8,9]  
[82:6,22] [85:9,13] [88:10]  
[89:1] [91:20] [92:5,8,22]  
[93:5,10,16] [94:17,19]  
[96:2,6] [104:13,14] [105:4]  
[115:13] [123:19,21] [128:  
2] [129:9,10,19] [135:1]  
[136:16] [139:4] [145:12,14,  
16] [146:6] [152:11] [153:20]  
[154:10] [155:7] [157:5,11]  
[159:20] [166:10,14,20]  
[167:3,9,13] [175:8] [177:18]  
[183:6] [185:15] [186:1,9,12]  
[187:3,10] [189:4,10,11,21]  
[190:20] [191:18] [192:1]  
[208:4,7,17] [212:5] [213:1]  
[215:8] [217:10] [219:16]  
[221:1] [225:12] [226:1]  
[230:12,13,18] [231:11,21]  
[233:17] [236:15,17,21]  
[237:12] [238:9,10,17]  
[244:15,20] [245:18] [246:  
2,18] [247:2] [249:5,6,7,12,  
16,19] [251:4,14] [252:10]  
[265:7]  
**thinking** [113:1] [173:16]  
[212:7]  
**thinks** [206:3]  
**third** [51:22] [52:8] [98:12]  
[118:11,18] [120:9] [169:5]  
[180:2] [214:4]  
**thirdparty** [51:22] [52:8]  
**third-party** [51:22] [52:8]  
**thompson** [4:6] [8:6]  
**though** [37:4] [53:10,16]  
[60:16] [104:12] [106:21]  
[176:10] [177:12] [191:8,19]  
[206:19] [219:12] [222:18]  
[231:21] [232:15]

**thought** [12:12] [16:9,17]  
[17:1] [30:6] [63:3] [86:1,3]  
[88:6] [89:5,12] [105:11]  
[129:1,4] [183:10] [185:5]  
[217:8] [253:4]  
**threaten** [136:9]  
**threatened** [132:22]  
**three** [11:10,14] [20:12,13]  
[27:22] [59:20] [62:10,20]  
[63:4] [69:3] [83:1,21]  
[84:13] [93:18] [94:1,5]  
[145:6,8] [149:3] [160:9,16,  
21] [169:10] [171:6] [178:11]  
[180:5,7] [211:12] [212:6]  
[219:18] [234:21] [236:5]  
[265:16]  
**threequarters** [93:18]  
[94:1,5]  
**three-quarters** [93:18]  
[94:1,5]  
**threatier** [160:9,21] [171:6]  
**three-tier** [160:9,21] [171:6]  
**threatiers** [160:16] [169:10]  
**three-tiers** [160:16] [169:10]  
**thrilled** [75:9]  
**throughout** [75:18] [216:8]  
[261:20] [262:1]  
**thumb** [212:13] [214:15]  
**thursday** [1:18] [2:2] [7:13]  
**thwart** [61:8]  
**tier** [169:5,12,20] [170:1]  
[171:8,19] [256:5]  
**tiers** [256:4]  
**time** [9:12,13] [10:17] [12:1,  
14] [13:11] [16:3,6,12]  
[24:20] [25:1] [27:4] [30:2,17]  
[49:1] [50:11] [51:13,19]  
[52:1,11,19] [53:11] [66:11]  
[82:13] [83:15] [90:5]  
[92:4,16] [93:2] [104:16]  
[109:9,14] [119:20] [123:14]  
[125:10] [146:21] [152:5]  
[155:19] [161:6,9,14]  
[163:1] [164:18] [170:18]  
[179:9,12,15] [186:10]  
[190:17,21] [193:8] [203:19]  
[205:9] [208:6,18] [211:9,14]  
[216:5,14] [223:3] [234:16,  
21] [245:21] [252:11]  
[255:1,4,13] [257:8] [260:7]  
[261:20] [262:16,19] [265:  
10,16]  
**times** [69:3] [83:1,2] [84:13]  
[189:10] [190:6] [219:18]  
[220:9] [262:15]  
**timothy** [1:6]  
**titrate** [93:14,22] [94:6]  
**today** [9:3] [16:8] [63:1]  
[90:10] [94:15,18] [100:20]  
[102:10] [114:7] [138:7]  
[139:11] [142:3] [169:2]  
[196:12] [205:11] [215:14]  
**today's** [90:11] [265:14]  
**todd** [21:19]  
**together** [25:17] [29:6,22]  
[30:3] [158:18] [165:3]



[204:8] [261:21]  
**told** [10:20] [35:15] [67:18]  
[85:5,19] [88:6,10] [89:8]  
[108:3,15,17,19] [114:14,15]  
[143:4] [146:13] [151:21]  
[172:22] [190:9,15] [196:8]  
[208:18] [216:4] [233:13]  
**tomorrow** [142:4]  
**took** [35:10,17] [129:7]  
[131:10] [132:22] [225:2]  
[257:1]  
**tool** [231:15,18]  
**top** [17:20] [185:1] [187:10]  
[215:11] [250:13,14]  
**totacillin** [84:5]  
**total** [151:3,4] [177:6] [211:  
22]  
**totally** [90:14] [170:1] [229:  
10] [238:14] [239:1] [241:17]  
[242:9,10]  
**tough** [178:11]  
**touting** [104:2]  
**towards** [78:19]  
**town** [193:20]  
**track** [186:17]  
**trained** [48:18] [104:11]  
**training** [104:14]  
**tranquilizer** [104:22]  
**transcribed** [266:10]  
**transcript** [6:22]  
**transcription** [266:11]  
**translates** [180:7]  
**treat** [101:22] [120:4]  
**treated** [93:19] [170:5]  
**treatment** [101:6] [107:21]  
[108:5,21] [118:13] [120:12]  
[122:6]  
**tremendous** [259:15]  
**trends** [124:13]  
**trial** [68:2,7] [74:5]  
**tried** [133:1] [178:4] [188:8]  
**true** [41:6] [50:10] [51:17,18]  
[56:21] [64:13] [76:1]  
[80:21] [81:11] [83:16]  
[97:8] [137:11,18] [170:11]  
[178:21] [222:4] [225:3]  
[231:12,14] [239:13] [261:  
20] [266:11]  
**truly** [79:11] [225:13]  
**try** [9:3] [34:8] [62:21] [93:17  
,19] [144:16] [145:21]  
[173:12] [176:15] [200:12]  
[237:20] [238:1] [245:22]  
[254:15]  
**trying** [45:6] [52:20] [95:17]  
[101:14] [140:21] [145:19]  
[170:3,4,22] [174:1,11]  
[188:15] [195:5] [249:22]  
[250:3] [253:12]  
**turn** [17:18] [40:22] [63:10]  
[67:16] [153:4,7,10] [160:6]  
**turned** [80:19]  
**twelve** [10:18]  
**twopart** [166:13]  
**two-part** [166:13]  
**twothirds** [96:21]

**two-thirds** [96:21]  
**twotier** [171:6]  
**two-tier** [171:6]  
**type** [34:14] [42:5] [47:4]  
[72:12] [86:21] [192:14,16]  
[241:21,22]  
**types** [190:8]  
**typical** [72:20] [90:1] [150:7]  
[207:18] [208:5,7] [219:13]  
[255:20]  
**typically** [13:10] [33:4]  
[37:14] [57:21] [65:8]  
[68:14] [135:6] [202:1,14]  
[205:16] [236:1] [257:22]  
[258:3]

## U

**uh** [14:11] [30:15] [62:7]  
[91:9] [118:22] [119:8]  
[127:6] [132:9] [151:6]  
[153:1] [161:20] [170:17]  
[172:13,17] [173:3] [188:4]  
[200:8] [207:21] [216:13]  
[260:18]  
**uhhuh** [14:11] [30:15]  
[62:7] [91:9] [118:22]  
[119:8] [127:6] [132:9]  
[151:6] [153:1] [161:20]  
[170:17] [172:13,17] [173:  
3] [188:4] [200:8] [207:21]  
[216:13] [260:18]  
**uh-huh** [14:11] [30:15]  
[62:7] [91:9] [118:22]  
[119:8] [127:6] [132:9]  
[151:6] [153:1] [161:20]  
[170:17] [172:13,17] [173:  
3] [188:4] [200:8] [207:21]  
[216:13] [260:18]  
**ulcer** [258:21]  
**unable** [187:3]  
**unavailability** [162:4]  
**unavailable** [238:14] [239:2]  
[241:17] [242:9,10]  
**unclear** [9:2]  
**understand** [9:4] [23:19]  
[24:18] [54:12] [66:7]  
[68:10] [69:22] [76:18]  
[82:6] [116:19] [120:21]  
[133:6] [135:1] [151:1]  
[152:4] [164:7] [169:13]  
[170:4] [171:1] [173:14]  
[174:2] [190:2] [199:21]  
[218:19] [229:12,14] [244:  
18,19] [250:2] [261:3]  
**understanding** [38:9]  
[64:5] [95:7,21] [110:3]  
[116:10] [128:8] [149:8]  
[163:18] [175:12] [205:22]  
[206:3,5] [237:3] [247:6,14  
,17] [260:20] [261:16]  
[262:4,9]  
**understands** [37:4]  
**understood** [84:22] [88:5]  
[152:6]  
**undertake** [74:4]

**undertaken** [21:14]  
**undertaking** [154:3]  
**unfairly** [253:12]  
**unfortunately** [17:4] [234:20]  
**uniformly** [64:21]  
**unintentional** [100:3]  
**union** [52:3]  
**united** [1:1] [7:7] [52:4]  
[162:18] [170:14] [175:8]  
[209:15] [210:2] [211:19]  
[212:10] [266:2]  
**unless** [81:21] [95:5,6,7]  
[98:20]  
**unprofitable** [144:13]  
**until** [89:16] [91:11,16,22]  
[93:2] [240:22]  
**unwilling** [139:6]  
**update** [161:8] [164:16]  
**upon** [65:3] [137:22] [174:3  
,6] [193:1] [210:2] [219:19]  
[256:8,9]  
**ups** [29:1]  
**uptake** [93:3] [95:2] [97:14]  
[245:14]  
**urine** [75:7,10,13] [76:10]  
[79:4,9]  
**us** [35:15] [88:6] [107:13]  
[118:10] [153:9] [199:4]  
[253:17,20] [254:12]  
**usage** [105:20] [230:1]  
**use** [24:15] [33:18] [34:1]  
[35:5] [39:20] [60:7] [66:8]  
[80:10] [94:1] [99:4,8,10]  
[101:14] [102:7] [105:20]  
[110:19] [115:4,18] [116:14]  
[122:17] [123:1,2,3] [125:19]  
[133:16] [143:8] [147:15]  
[154:13] [170:4] [187:9,13]  
[192:21] [205:1] [222:18]  
[237:9] [245:22] [248:4,5]  
[249:8]  
**used** [49:13,14] [65:20]  
[70:9] [71:10] [79:16]  
[80:10] [101:10] [102:11,17]  
[104:1,15] [106:7] [108:4]  
[112:5] [113:15] [114:4,5]  
[164:13] [180:16] [181:1]  
[185:10] [201:9,12,13]  
[206:6] [221:19] [236:3]  
[243:8] [246:8] [263:1]  
[265:1]  
**user** [77:14] [93:13]  
**uses** [98:3,18] [99:3] [101:18  
,20] [102:5] [104:16] [114:17]  
[141:1] [143:17]  
**using** [26:21] [75:5] [101:16]  
[102:9] [221:17] [256:2]  
**usp** [70:17,19]  
**usual** [197:18] [198:13,19]  
[200:5] [202:10]  
**utilization** [114:9] [162:6]  
**utilized** [255:12]

## V

**va** [37:12,16,18,19]

**vaginal** [99:11] [118:13]  
[120:12] [122:7]  
**valium** [104:19,20]  
**valleys** [65:14] [66:1]  
**value** [63:11] [236:20]  
[253:22] [260:3]  
**valueadded** [253:22]  
**value-added** [253:22]  
**various** [151:10] [235:19]  
**vasomotor** [99:9] [118:14]  
**verapamil** [214:1,4]  
**verbally** [9:8] [200:9]  
**version** [198:4,15]  
**versus** [7:5,7] [13:17] [35:18]  
[41:4] [75:7] [84:13] [162:8]  
[171:12] [177:6] [191:20]  
[192:3,9] [195:14] [243:4]  
[254:17] [255:11]  
**veterans** [49:22]  
**viable** [77:20]  
**video** [1:22] [7:17]  
**videographer** [5:8] [7:2]  
[8:9] [16:2,5] [24:19,22]  
[109:6,11] [179:11,14]  
[211:6,11] [254:22] [255:3]  
[265:12]  
**videotape** [7:3] [109:7,12]  
[211:7,12]  
**videotaped** [1:1] [2:1] [265:14]  
**view** [30:5] [32:15,18] [97:2]  
[99:1] [102:5] [174:3,6]  
[222:8] [224:7] [228:13]  
[242:6] [244:12,14] [245:3]  
[248:21] [253:11] [259:10]  
**viewed** [228:15] [245:19]  
**viking** [161:7,21] [163:7,19]  
[164:19] [165:10,22] [166:  
3] [174:21]  
**viox** [111:8,12] [112:3,15]  
[113:19] [129:6,7] [234:20]  
**viratin** [84:3]  
**virtue** [244:16]  
**vis** [141:9]  
**visavis** [141:9]  
**vis-a-vis** [141:9]  
**visit** [50:19]  
**visited** [110:2]  
**voice** [216:10,20] [217:4,20]  
[219:20] [224:9] [229:19]  
[234:6,9,13] [236:13]  
[243:19] [244:3]  
**volin** [4:5] [8:5]  
**volume** [218:14]  
**vulvar** [118:13] [120:12]

## W

**wacker** [4:14]  
**wait** [50:16] [191:8] [259:4]  
**waived** [265:20]  
**walgreens** [175:6]  
**walk** [145:9]  
**wall** [237:2]  
**want** [10:14] [16:8] [17:14]  
[26:1] [38:21,22] [45:4,19,20]  
[46:10] [58:5] [67:22]

[76:16] [77:4] [83:21] [96:10]  
[15] [97:9] [123:11] [124:19]  
[126:8] [129:19] [131:11]  
[135:4] [145:8] [151:1]  
[152:3] [156:9] [158:18]  
[179:17] [214:7] [225:17]  
[229:12,14] [248:17] [254:  
3] [263:3]  
**wanted** [19:9] [23:19] [24:1]  
[38:4,8] [42:15] [44:20]  
[48:3,12,21] [85:10] [91:19]  
[153:17] [159:6] [167:19]  
[204:21] [243:12] [250:7]  
**wants** [125:9]  
**warnings** [117:1]  
**washington** [2:5] [4:8]  
**wasnt** [48:1,2] [51:15]  
[76:1] [80:21] [94:18]  
[123:8] [182:15]  
**water** [65:4,6] [70:1,2,10,18  
,19] [71:15] [73:10]  
**ways** [98:8] [260:2]  
**weatherhold** [47:9,11]  
[48:4] [49:8] [50:2,7]  
**web** [100:22] [101:2,4,13]  
[103:22] [105:12,13] [125:  
7] [126:19]  
**welcome** [207:16]  
**well** [15:20] [17:3,5] [24:3]  
[26:6] [31:17] [32:17]  
[33:16] [37:5] [42:14]  
[45:3] [46:7] [47:7] [50:21]  
[55:6,9,10,17] [58:4,15]  
[59:21] [63:12] [65:13]  
[72:4] [75:14] [80:14]  
[85:18] [88:3,7,17] [90:8,20]  
[92:20] [94:1] [95:15,18]  
[96:9] [100:13] [104:7]  
[110:6,10] [113:16] [114:3]  
[115:19] [116:14] [124:4,17]  
[128:2] [130:12] [131:8]  
[142:6,13,17] [143:12]  
[146:4,10] [152:3] [154:21]  
[156:19] [158:22] [163:17,18]  
[164:15] [170:7] [173:8,11]  
[175:17] [177:17] [183:9]  
[188:9] [189:13,18] [191:2]  
[193:3] [203:14] [205:8]  
[211:1,18] [214:17] [219:3]  
[221:20] [227:16] [229:22]  
[230:6] [237:5] [240:1]  
[243:15] [246:10] [256:2]  
[258:15] [261:17] [262:1,13]  
[264:6]  
**went** [83:18] [107:12] [111:  
2,15] [121:7] [132:21]  
[133:2] [137:5] [147:10]  
[157:5] [190:21] [225:8]  
[237:1] [254:13]  
**werent** [46:22] [48:21]  
[88:7,11] [166:17] [221:7]  
[227:18] [249:15] [253:10]  
[254:4]  
**west** [4:14]  
**western** [1:2] [7:8] [37:1]  
[38:3,22] [40:22]  
**weve** [198:14]  
**whatever** [37:13] [106:22]  
[128:14] [152:1] [224:1]  
[233:3] [240:4] [245:3]  
[247:11]  
**whats** [155:20] [198:11]  
**whenever** [237:2]  
**whereby** [128:3]  
**whether** [33:2] [35:16]  
[48:17] [66:9] [68:6] [69:8]  
[71:5] [87:1] [95:22] [103:3]  
[105:19,22] [106:4] [107:14]  
[110:14] [117:9,10,11]  
[126:7] [128:14] [129:4]  
[137:17] [138:16] [139:12]  
[154:4] [157:18] [158:8]  
[165:17] [168:2] [169:2]  
[175:6,12] [178:1,4] [180:12  
,16,22] [181:11,12,20]  
[182:7,16,18] [183:4]  
[191:19] [192:8] [201:6]  
[225:19] [227:7,17,19,20]  
[233:13] [235:22] [244:6]  
[248:22] [249:1] [256:15,19]  
[257:4,16] [259:1] [260:20  
,21]  
**whi** [115:7,9,16] [116:5,20]  
[117:10,21] [119:10] [120:  
10] [121:6,9] [122:4] [123:10]  
[124:6,8]  
**whoever** [59:9] [239:19]  
**whole** [125:1] [144:1] [156:  
4] [216:8] [235:14] [262:1]  
**wholesale** [36:21] [37:15]  
[197:19] [198:7]  
**wholesaler** [37:17,20]  
[38:1] [57:17] [58:13,14,16  
,19] [59:9] [240:5] [248:5]  
**wholesalers** [37:9] [38:13]  
[57:20] [58:2] [59:3]  
**whom** [18:18] [129:16]  
[266:5]  
**whose** [106:12] [266:6]  
**why** [12:11] [14:21] [33:17]  
[34:15] [35:4] [37:3] [44:9,13  
,17] [45:19,20] [46:10]  
[47:16] [58:1] [63:13]  
[89:1] [94:14] [96:14]  
[122:11] [129:6] [131:17]  
[133:9,14] [142:13,16]  
[143:5] [147:11] [152:7]  
[153:2,6,14] [156:21]  
[173:9,14] [201:2] [208:1]  
[214:7] [219:16] [221:1]  
[244:19] [247:21] [254:20]  
[263:17]  
**widened** [91:1]  
**will** [7:20] [8:9] [9:3,7,16,18]  
[23:4] [34:7] [50:8] [51:5]  
[60:2] [61:13] [62:15]  
[70:17,20] [77:9] [81:14]  
[93:19] [113:18] [118:1]  
[122:16] [128:3] [131:7]  
[148:21] [150:11,16,17]  
[153:7] [162:11] [167:5]  
[178:18,19] [196:16,21]  
[197:4] [204:22] [211:2]  
[217:8] [230:3] [242:14]  
[248:18,20] [254:10,11]  
**willing** [106:15] [138:4,7,10  
,17] [181:19] [249:2]  
**winning** [60:21]  
**winston** [2:4] [4:13] [7:12]  
**wish** [51:17]  
**within** [10:14,17,18] [20:7]  
[74:13] [111:16,18] [148:7]  
[149:19] [150:2] [160:17,19]  
[163:18] [168:10] [170:5]  
[175:4] [176:20] [177:11]  
[188:11,17] [189:8] [190:5  
,6] [200:3] [236:1]  
**without** [83:5] [185:19]  
[215:10,17] [216:19] [243:  
18] [253:12] [258:16] [259:  
6,11]  
**witness** [8:10,12] [10:3]  
[45:8] [79:19] [85:8] [94:10]  
[95:5] [98:11] [104:7]  
[107:5] [109:15] [113:17]  
[115:14] [119:17] [122:10]  
[123:19] [125:21] [130:15]  
[132:20] [137:2] [138:21]  
[199:8] [266:6,8,12]  
**witnessed** [33:21]  
**witnesses** [44:19] [147:22]  
**women** [71:21] [88:10]  
[94:5,21] [95:10,12] [122:19  
,22] [123:4,11,16] [195:19]  
[246:9]  
**womens** [116:15] [122:20]  
[124:17]  
**wondering** [75:22] [79:5]  
[80:19] [96:14] [143:5]  
[179:8] [256:6]  
**word** [102:8] [110:20] [125:  
20] [154:13] [161:17] [183:  
16] [187:9]  
**words** [40:21] [101:8] [108:  
14] [141:4] [143:8] [181:18]  
[189:5] [249:5]  
**work** [11:8,16] [12:16]  
[13:7] [18:10] [25:18]  
[26:1,2] [27:19] [31:11]  
[35:14] [36:11] [59:5]  
[61:1] [81:7] [87:22] [88:17]  
[93:22] [98:2,7] [103:2]  
[106:17] [137:22] [138:16]  
[146:11,14] [260:12]  
**worked** [23:11] [51:21]  
[61:4] [150:10] [165:1]  
[207:3,4]  
**workers** [52:5]  
**working** [13:2,21] [14:9]  
[27:18] [60:13] [253:7]  
[257:10] [261:21]  
**works** [230:12]  
**world** [37:7] [157:2] [226:1]  
[232:2]  
**worldwide** [211:22] [212:2  
,15]  
**worth** [13:7] [236:18]  
**wouldnt** [57:5] [76:3] [81:20]  
[96:1] [133:9] [137:9,21]  
[158:20] [188:19] [232:3]  
[248:4] [251:7,22]  
**write** [35:4] [95:22] [186:19]  
[190:18] [225:20] [232:6]  
[233:8] [243:6]  
**writes** [35:3]  
**writing** [34:12,16] [185:10,17]  
**written** [180:3] [226:5,9,17  
,20] [227:2] [228:4] [243:9,13]  
**wrong** [16:17] [17:2]  
**wrote** [78:8] [151:12] [161:21]  
[163:14]  
**wye** [172:15]  
**wyeth** [1:] [4:4,11] [5:2]  
[6:10] [7:5,7,22] [8:2]  
[13:17] [35:18,21] [46:13,14]  
[47:1] [80:13] [98:12,20]  
[100:13] [119:3] [121:9]  
[124:18] [125:15] [126:12]  
[132:21] [136:8,20] [137:8  
,21] [138:4,10,17] [139:6,16]  
[140:19] [141:6,13,15]  
[143:3,7,15] [144:1] [147:3]  
[149:2] [151:8] [153:5]  
[154:6] [155:5,16,20]  
[156:9] [157:4,11,21]  
[158:12] [169:16] [172:4,5  
,9] [173:12,17] [178:8]  
[199:7] [221:20] [222:12,22]  
[223:3] [227:21] [229:17]  
[234:7] [235:10,11,13]  
[236:10] [238:5,22] [241:11]  
[244:7] [247:5] [249:13]  
[253:4] [264:1,9]  
**wyethayerst** [1:] [7:5]  
**wyeth-ayerst** [1:] [7:5]  
**wyeths** [99:20] [100:6]  
[119:12] [120:17] [153:13]  
[154:12,14,15] [172:11]  
[222:6] [227:8] [241:7]  

---

**X**  

---

**xyz** [58:5] [191:17]  

---

**Y**  

---

**year** [10:15] [17:6] [20:7]  
[49:19] [65:20] [95:10,12]  
[111:19] [120:10] [142:1,4]  
[144:10,20] [191:1] [200:14]  
[209:2] [210:8,17,18]  
[211:21] [212:1,16,21]  
[213:4] [216:19] [224:11]  
[230:11] [246:16,20] [261:  
7]  
**years** [28:1,13] [83:22]  
[95:11] [102:15] [111:16]  
[165:5] [185:18] [215:6,7,14]  
[217:17] [231:6] [251:21]  
**yep** [121:21] [191:5] [198:21]  
[261:11]  
**yes** [9:7,11] [11:7,13] [12:4  
,7,10,18] [15:13,16,21]  
[22:4] [24:11,13] [27:13]

[29:4] [31:4] [32:4] [33:5,8,11]  
[35:21] [36:15] [39:8]  
[41:9,15] [42:2] [43:3,7]  
[50:5] [55:16] [62:17]  
[63:21] [64:1] [68:4] [72:20]  
[73:4] [74:3] [75:17] [78:9]  
[83:4] [84:19] [85:12,21]  
[86:4] [87:3] [89:8] [92:2,21]  
[93:6] [96:19] [97:17]  
[99:13] [100:11] [101:3]  
[105:4] [109:18] [110:6]  
[111:4] [113:7] [115:11,14]  
[116:4] [121:1] [123:22]  
[125:3,8,21] [128:21]  
[129:18] [130:3] [131:7]  
[136:7] [137:12] [138:2,6]  
[139:17,22] [140:21] [146:  
20] [147:2] [149:15] [152:18]  
[160:1] [161:20] [167:22]  
[168:13] [169:8] [172:4]  
[179:10] [182:8] [183:12]  
[184:20] [194:22] [195:12]  
[196:10] [197:22] [200:10]  
[201:19] [203:7] [205:13]  
[206:2] [207:5] [208:8,11,16]  
[209:4,22] [210:5] [216:6]  
[217:14] [222:7,10] [223:11]  
[224:1] [225:1] [226:14]  
[235:7] [237:18] [239:3]  
[243:22] [246:3,13,22]  
[253:10] [254:19] [258:3,10]  
[261:15] [264:19]  
**yet** [20:9] [67:21] [74:1]  
**youll** [105:14] [208:12]  
**youre** [147:7] [224:2] [242:  
13]  
**yourself** [221:13] [230:20]  
**yourselves** [7:21]  
**youve** [14:2] [80:5] [89:7]  
[101:15] [102:4] [112:18,19]  
[136:13] [145:22] [157:20]  
[172:14,20] [173:14] [178:  
16] [179:22] [194:16] [200:  
16,17] [203:15,16] [230:4]  
[235:10] [263:9] [264:1,2,4]